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ABSTRACT

The collective bargaining agreement between the West Valley-Mission Community College District (including West Valley College and Mission College) and the West Valley-Mission Community College District Association of Certified Educators is presented. This contract, covering the period from July 1, 1988 through June 30, 1991, deals with the following topics: bargaining agent recognition; severability and savings clause; waiver of negotiations; nondiscrimination; effect of agreement; past practices; district and association rights; no strike clause; parking; personnel files; safety; compensation; fringe benefits; tax sheltered annuities; academic calendar and holidays; faculty work load; scheduling of assignments; performance goals; operating units; faculty coordinators; operating unit planning system; transfers; joint and concurrent assignments; performance appraisal; retention and dismissal; reduction in force; provisions regarding leaves; sick leave; pregnancy and disability leave; industrial accident and illness leave; bereavement leave; personal necessity leave; legal and civic duties; conferences; earned leave; sabbatical leave; rejuvenation and retraining leave; unpaid leaves; certified professional growth and development; phase-in retirement; golden handshake retirement incentive; faculty emeritus program; grievance procedures; representation/service fee; conditions for part-time faculty; and duration of contract. Appendixes provide salary schedules; salary guidelines; the 1988-89 calendar; a sick leave calculation table; letters of understanding; job descriptions; and grievance forms. (PAA)

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Agreement

between

Association of Certificated Educators

and

West Valley-Mission Community College District

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July 1, 1988 through June 30, 1991

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ARTICLE 1

RECOGNITION

1.1 The Governing Board of the West Valley-Mission Community College District, hereinafter referred to as "Board" or "District", recognizes the Association of Certificated Educators of the West Valley-Mission Community College District, hereinafter referred to as "ACE" or "Association" as the sole and exclusive representative of the certificated members in the classes and positions enumerated in PERB Certification, Case Number SF-R-658, attached hereto and incorporated herein by reference as Appendix G.

ARTICLE 2

SEVERABILITY AND SAVINGS

2.1 If any provision or application of this agreement to any member or group of members is held invalid by operation of law, decision by a court, or, decision by another tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions not affected shall continue in full force and effect.

In the event of any such invalidation, the parties agree to meet and negotiate within thirty (30) calendar days after each such determination for the purpose of arriving at a mutually agreeable resolution to the invalidated provision.

ARTICLE 3

WAIVER OF NEGOTIATIONS

3.1 This agreement shall constitute the full and complete contractual commitment between the parties. During the term of this agreement, the Board and the Association expressly waive and relinquish the right to meet and negotiate on any matter unless mutually agreed.

Such waiver does not, however, preclude negotiations for any subsequent new collective bargaining agreement commenced within the last one hundred twenty (120) calendar days of this contract's agreed duration, or, in fulfillment of negotiation rights contained within any provision of this agreement.

ARTICLE 4

NONDISCRIMINATION

4.1 The Board and the Association agree to comply with all applicable provisions of Title VII and Title IX of the United States 1964 Civil Rights Act, as amended in 1972. the Board and the Association agree expressly not to unlawfully discriminate against any member or prospective member on the basis of race, color, creed, national origin, religion, sex, age, marital status, or physical handicap.

4.2 The Grievance Procedure herein may not be used for any claim arising hereunder for which another administrative forum, such as the Equal Employment Opportunities Commission or Fair Employment and Housing Commission is provided by law. For purposes of this Article, the Public Employment Relations Board shall not be considered an administrative forum.

4.3 Should changes or alterations be necessary due to State Chancellor's Office Affirmative Action requirements and procedures, then the parties agree they shall, within fifteen (15) workdays subsequent to the notification of the necessity of such changes, schedule a meeting for the purpose of negotiating such new terms or conditions as required to bring this article into compliance.

4.4 Consult with the director of personnel services/employee relations to review discrimination complaint procedure.

ARTICLE 5

EFFECT OF AGREEMENT

5.1 It is understood and agreed that the specific provisions contained in this agreement shall prevail over written District practices and procedures.

ARTICLE 6

PAST PRACTICES

6.1 The District is not bound by any unwritten past practice of the District or understandings with any member or group of members unless such practice or understandings are specifically stated within this agreement.

6.2 The District shall consult with ACE in accordance with Association Rights "Consultation" Article 8, Section 7 with the intent to reach a mutual agreement regarding changes in unwritten past practice alleged by either party during the duration of this agreement.

ARTICLE 7

DISTRICT RIGHTS

7.1 The Association recognizes and agrees that the exercise of the express and implied legal powers, rights, duties, and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

7.2 The District agrees that in regard to a declared emergency and decisions made thereon, that the Association shall have the right to subject such declaration and decisions made therein to the provisions of the Grievance Procedure, Article 46.

ARTICLE 8

ASSOCIATION RIGHTS

8.1 NO REPRISALS

The Association and the Board agree that no reprisals will be taken against any person who legally exercises rights guaranteed by law or this agreement or who executes responsibilities imposed by law or this agreement.

8.2 NEGOTIATIONS WITH OTHER ORGANIZATIONS

The Board and its authorized representatives agree not to negotiate with any other organizations or individuals including the Academic Senate upon which ACE is the exclusive representative on matters within the scope of bargaining. ACE agrees that neither it nor its authorized representatives will negotiate privately or individually with any person or persons not officially designated by the Board as its official representative in matters upon which ACE is the exclusive representative within the scope of bargaining.

8.3 MEETINGS AND USE OF FACILITIES

ACE shall have the right to use District facilities at reasonable times in accordance with the District regulations and procedures and State Civic Center Act provisions. Use of such facilities shall not interfere with or interrupt normal District operations. ACE agrees to leave facilities used in a clean and orderly condition or, compensate the District for special janitorial/maintenance work required at cost. No member shall be released from his/her assigned duties to attend ACE meetings without the District's consent, in advance, unless specifically provided for in some other provision of this agreement.

8.4 ACE BUSINESS

A reasonable number of duly authorized representatives of the Association may transact official business on campus property at times other than their scheduled duty assignments. Reasonable access to members will be accorded provided it does not occur during members hours of scheduled assignments and does not interfere with normal District operations.

8.5 NOTIFICATION

ACE shall provide the District, and update as required, the names of ACE representatives authorized to discuss official ACE business with members each semester.

8.6 BULLETIN BOARDS/MAILBOXES

8.6.1 ACE shall have the right to use institutional bulletin boards and mailboxes subject to reasonable regulations without charge.

8.6.2 All communications must be dated and contain ACE identification as the originator/distributor.

8.6.3 With advance approval by the college president to the ACE president, audio-visual equipment not being required for District use may be used on campus for ACE business. ACE will assume any damage or repair costs.

8.7 INFORMATION TO ASSOCIATION

8.7.1 BOARD AGENDA/MINUTES

The District shall furnish ten (10) copies of all official Board minutes and ten (10) copies of each agenda packet to ACE, excluding all confidential information or materials as defined by applicable law. Such materials shall be furnished to ACE no later than the time they are furnished to the Board.

8.7.2 POLICIES AND REGULATIONS

8.7.2.1 The District will provide ACE copies, simultaneous with distribution to management, of any changes, additions, alterations or deletions in order to maintain one (1) book of Board Policies and one (1) of Administrative Regulations.

8.7.2.2 Written materials governing conditions of employment of members of the unit, such as rules, procedures, guidelines or work requirements, that are distributed by the District or colleges to members or groups of members shall be provided to ACE.

8.7.2.3. The District will provide once annually, one month after the beginning of the Academic year, a list of regular/contract members, home addresses, and telephone numbers on record with the District; for part-time faculty, six weeks (6) after the beginning of the Academic year. The District will update by additions and deletions six (6) weeks after the Spring Semester begins. ACE agrees it shall indemnify and hold District harmless from any liability from any and all

claims, demands, lawsuits or other actions arising from implementation or compliance with the terms of this section by District.

8.7.2.4 Upon request, ACE shall be provided with one (1) copy of materials and data which is made available to the public, without charge. Requests for more than one (1) copy, or, requests for materials or data in formats not normally issued shall be charged to ACE in an amount not to exceed costs.

8.7.2.4.1 The District shall provide, at the time of submission to the Board, one (1) copy of each preliminary, tentative, and publication budget packets; and, one (1) copy of "CCAF-311, and, CCAF-320 and CCFS-350A".

8.7.2.4.2 Other budget/study data prepared by the District for general usage may be made available, upon request to, and approval by, the chancellor or designee.

8.8 ASSOCIATION/MANAGEMENT CONSULTATION

Parties agree relationships may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda to allow understanding of the problem to be discussed, and the date, time and place requested. The receiving party shall, within three (3) workdays notify of agreement or non-agreement to such meeting. Such meeting shall not be unreasonably denied. All meetings shall be held during ACE attendees non-duty hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed prior to the meeting. It is agreed these meetings are not to be used or intended to bypass the grievance procedure and shall not constitute any invitation to renegotiate any provision of this agreement.

8.9 ACADEMIC FREEDOM

The District recognizes that ACE has an interest in and concern with academic freedom and District educational objectives. The District agrees that it will consult with ACE concerning academic freedom, curriculum, and textbooks. If ACE proposes any specific action to the District, the proposal must be submitted at the time that the consultation is scheduled.

8.10 ACE RELEASE TIME

8.10.1 NEGOTIATIONS

A maximum of five (5) members shall be released from their regular work duties, with no loss of pay or benefits to attend negotiation meetings with management when scheduled during working hours of the members involved.

8.10.2 GRIEVANCES

One (1) ACE representative will be released from regular work duties, with no loss of pay or benefits to accompany a grievant, or, to present an ACE grievance, where a resolution meeting is scheduled with management during the regular working hours of the representative involved.

8.10.3 SUBSTITUTES WHENEVER POSSIBLE

The District will, upon request, provide a substitute for a member released during their instructional hours for negotiation or grievance meetings. Should a member be denied release time, a reason shall be given. Such reason shall be neither arbitrary nor capricious.

8.10.4 RELEASE TIME COMPENSATION

8.10.4.1 Two full-time equivalents (FTE) shall be provided to the Association, to be paid for by the Association.

8.10.4.2 The cost of the first 1.5 (FTE) (not to exceed 27 hours) at $12.00 per hour will be paid by the Association. The remaining FTE will be calculated at step 1 of the lecture rate.

8.10.4.3 Release time will not be provided if the District reasonably determines the department will be impaired.

8.11 COPIES OF AGREEMENT

The District agrees to print and publish a sufficient number of copies to provide each member a copy of the agreement. ACE may purchase additional copies up to fifty (50) in number.

ARTICLE 9

MAINTENANCE OF OPERATIONS/CONCERTED ACTIVITIES

9.1 The Association agrees that neither the Association, nor any person acting officially on its behalf will cause, authorize, engage in, sanction, or urge its members to take part in a strike, concerted failure to report for duty, or willful absence from his/her duties of employment while this contract is in effect. Members shall not be entitled to any wages or benefits whatsoever, including but not limited to wages or any other form of compensation, fringe benefits, vacation, sick leave or other leave entitlement while engaged in any strike, concerted failure to report for duty or other willful absence from their duties of employment.

9.2 The District shall not lockout or otherwise prevent members from performing their duties under this agreement.

ARTICLE 10

PARKING

10.1 The District shall furnish, for the duration of this contract, a District-paid parking permit for members within the faculty/staff designated lots or spaces, including, permit parking in lots or spaces designated as handicapped zones.

ARTICLE 11

PERSONNEL FILES

11.1 Official personnel files are maintained by the District. Members have the right to inspect their files.

11.2 Information from the official personnel file shall not be released without member consent unless compelled by law, judicial order, or subpoena or, authorized District or public agency officials having legitimate business that justifies such inspection in the sole discretion of the director of personnel services/employee relations.

11.3 The District shall retain as confidential all pre-employment materials or other data as exempted by law, e.g., materials obtained or prepared prior to employment, or, materials obtained while the member was an applicant or candidate for another District position. Such materials include, but are not limited to, recommendation letters, pre-employment interviews, ratings and the like.

11.4 Anonymous materials shall not be placed in the personnel file.

11.5 Information of a derogatory nature except material mentioned in section 2, shall not be entered or filed until the member is given notice and an opportunity to review and comment thereon. The member shall have the right to enter, and have attached to any such derogatory statement, his or her own comments thereon.

11.6 Where a member believes any record or portion thereof is inaccurate, not relevant, timely or complete, the member may request correction of the material or deletions of the offending, improper portion. Such request shall be in writing and include reasons for any such deletion or correction. The written request shall, at the option of the member, be included in the official personnel file. Materials involving performance appraisal, discipline, official procedures and the like shall not be deleted, but may, where justified, be corrected.

11.7 Disciplinary action shall not be imposed on the basis of District personnel records not contained in the

official personnel file, consistent with the principles of the California Supreme Court decision of Miller vs. Chico. Nothing contained herein shall be used to exclude otherwise relevant evidence from being received in any judicial or administrative adjudication.

11.8 The District shall retain after resignation, retirement or dismissal only those records required by law. This shall not apply to members terminated, who enjoy rehire rights, or whose termination is challenged, or to part-time hourly members.

11.9 The official personnel file shall be maintained in personnel services and contain the official employment record.

11.10 No materials within the District employment record, other than performance appraisal, shall be used by either party in any adverse action proceeding brought by the District against the member if dated four (4) years or more from the inception of the adverse proceeding.

11.11 This article does not apply to non-personnel records such as payroll records, attendance records, Board minutes, student records, interoffice or member to member communications not part of the official personnel file.

ARTICLE 12

SAFETY

12.1 Safety is the joint responsibility of the District and the faculty.

12.2 The District shall make all efforts to conform to, and comply with, all safety, health and sanitation requirements of the California Occupational Safety and Health Act (CAL-OSHA).

12.3 Each member shall immediately report, in writing, any alleged unsafe condition in his/her working environment, upon discovery, to his/her immediate supervisor.

12.4 No member shall be assigned to work under conditions which immediately endanger his/her or others safety or health.

12.5 In the event of actual threat to the safety to the members or others, the member shall immediately evacuate the classroom or building and report the event to the appropriate dean who will give directions as to the procedure to be followed.

12.6 Upon notice and evidence of an unsafe condition, the District shall take prompt action to correct the condition and make all reasonable efforts to warn all members of the unsafe, condition while corrective action occurs.

ARTICLE 13

COMPENSATION

13.1 Members shall be paid in accordance with the Certificated Salary Schedule. Annual adjustments shall be made to the schedule as follows:

1988-89

4.0 % on schedule
1.045% salary schedule adjustment

1989-90

2.75 % on schedule
1.0 % on schedule if COLA greater than 4.0%
1.0 % on schedule if ADA cap achieved in 1988-89
0.5 % on schedule if District WSCH/FTE goal achieved in 1988-89

1990-91

2.25% on schedule
1.25% on schedule if ADA cap is achieved in 1989-90
1.0 % on schedule if District WSCH/FTE goal achieved in 1989-90
1.0 % on schedule if COLA is greater than 4%

This compensation package guarantees increases to the salary schedule which total 12.0% over the life of the contract.

13.2 COACHES STIPEND

Full time head coaches

$125/day above 175 days to maximum of 10 days

13.3 EXTRA DUTY DAYS COMPENSATION

Regular or contract members required to work more than 175 days during a one year period (1 July-30 June), at activities other than teaching, will be paid at a prorated amount for the additional days. Examples of these additional assignments are counselor and librarian assignments.

The pro-rated amount will be calculated as follows:

1. One additional day (6 hours), not to exceed a total of five (5) days, will be compensated at

1/175 of the member's base salary.

2. One additional month (22 work days or 132 hours) will be compensated at ten percent (10%) of the member's base salary.

This provision does not apply to the orientation day for new members. Orientation is included in the base salary.

13.4 OVERLOAD COMPENSATION

Members teaching overload courses and/or summer courses outside their regular loads will be compensated on the part-time salary scale. Members may choose to bank such overload courses (see article on Earned Leave).

13.5 SPECIAL PROJECT COMPENSATION

Special projects may be paid according to separate mutually negotiated contracts or in accordance with other applicable provisions of this agreement.

13.6 CANCELED CLASSES COMPENSATION

If a class is canceled after the beginning of the semester, but prior to the completion of the first class session, the member shall be paid for the entire first class meeting (not to exceed 3 hours). If a class meets more than one time, the member shall be paid for the actual hours the class has met prior to cancellation.

13.7 FACULTY COORDINATOR COMPENSATION

In cases where faculty coordinators are required by the dean to undertake activities outside their normal work year (e.g. summer workshops and planning sessions), compensation will be by adjustment in work load scheduled during the faculty coordinator's regular work year or by stipend. Such assignments will be determined in advance by mutual agreement between the faculty coordinator and the dean and confirmed in writing.

13.8 TELEVISION COURSES

Telecommunication courses which are developed by instructors shall be subject to separate negotiated contract conditions with the District for future use.

13.9 CONTRACT EDUCATION

Instructors involved with contract education shall be remunerated on a separate negotiated contract.

ARTICLE 14

FRINGE BENEFITS

14.1 The District shall provide regular/contract members with insurance coverage for medical, dental, vision, prescription, life insurance and income protection with the plans and rates in effect.

Those regular/contract members working less than 100% will receive the prorata share of the premium paid by the District. The member will pay the balance. Participation in benefits for members working less than full time will be voluntary. The benefits of this section are subject to the approval of the carrier.

14.2 Members shall elect one of the medical plans available and one of the dental plans. All of the other benefits will be provided to all members except the optional coverages which will be paid for through payroll deduction.

14.3 The total District contribution for major medical coverage shall not exceed a maximum cost of $2928. The maximum payment by the District shall be increased by 5% July 1, 1989 and 5% July 1, 1990.

14.4 The total District contribution for coverage other than major medical shall not exceed the maximum cost of $1281, effective July 1, 1988. The maximum payment by the District shall be increased by 5% July 1, 1989 and 5% July 1, 1990.

14.5 If the cost of an member's coverage exceeds the maximum District contribution, the difference will be funded by payroll deduction. Payroll deductions will start with the July 1, 1988 payroll based on plans selected and rates in effect for November 1, 1988.

14.6 The District agrees to waive the cap on the dollar contributions to these benefits for those members who are paraplegic or quadriplegic. Such members must enroll in one of the District sponsored health plans.

14.7 Bargaining unit retirees shall be eligible to participate in the medical and dental plans provided to members with the following conditions:

- enrollment subject to any carrier restrictions;

- members hired prior to 12-1-82 may participate in these benefits in accordance with District policy and with District premium contributions as described below; workers hired subsequent to 12-1-82 may participate subject to District policy and at their

own cost;

- District contribution for eligible Retirees shall not exceed the combined 5/85 contributions of $2409 for medical and 294 for dental plus a 5% premium increase per annum each July 1st. Any costs in excess of this shall be paid by the retiree to the District on a quarterly basis one month in advance;

- retirees will be required to annually verify their current location, dependent status and medicare eligibility in order to retain coverage.

ARTICLE 15

TAX SHELTERED ANNUITIES

15.1 The District shall provide for investment in tax sheltered annuities through automatic payroll deductions for all eligible members in accordance with current Internal Revenue Service Rules and Regulations.

ARTICLE 16

CALENDAR

16.1 FLEX CALENDAR

The academic year will be defined as 170 teaching days plus five (5) additional days for staff development. First year contract individuals will work one additional day (for a total of 176 days) for orientation purposes.

16.2 LATE START CALENDAR

The District will adopt a late start calendar. This late start calendar will be evaluated after one year. During this time period the District will maintain the current payment schedule (i.e. the first paycheck will be in August and the last paycheck will be in May). If enrollment remains stable, or increases, the late start calendar will be continued for a second year (and the same payment schedule will be maintained).

At the end of the second year the calendar will again be evaluated and will be subject to negotiation only if enrollment has not increased. If the late start calendar is continued beyond the second year, the District will phase in an adjusted pay schedule as follows:

1989-90	August	2/3 salary		June	1/3 salary
1990-91	August	1/3 salary		June	2/3 salary
1991-92	August	0 salary		June	100% salary

The District and Association agree to the adoption of the calendar set forth in Appendix C. This calendar may be changed by mutual agreement, or to conform with changes in the law.

ARTICLE 17

HOLIDAYS

17.1 Members shall be entitled to the following unpaid holidays:

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day

17.2 Specific and actual dates of such holidays shall be observed as shown on the academic calendar.

ARTICLE 18

FACULTY WORK LOAD

18.1 INTRODUCTION

This article covers the general duties and responsibilities expected of the regular or contract members of the District and the work load associated with those duties.

18.2 DEFINITIONS

18.2.1 COUNSELING FACULTY

Members of the certificated staff who spend a majority (i.e. 51% or more) of their time in counseling or closely related activities. A detailed job description for counseling faculty is contained in Appendix F of this document.

18.2.2 LIBRARIAN FACULTY

Members of the certificated staff who spend a majority (i.e. 51% or more) of their time in the library or closely related activities. A detailed job description for library faculty is contained in Appendix F of this document.

18.2.3 TEACHING FACULTY

Members of the certificated staff who spend a majority (i.e. 51% or more) of their time in the classroom or closely related activities. A detailed job description for teaching faculty is contained in Appendix F of this document.

18.2.4 OTHER FACULTY

Members of the certificated staff who spend a majority (i.e. 51% or more) of their time in activities other than those listed above. Detailed job descriptions for these individuals are kept in the Personnel Office.

18.3 CALCULATING TEACHING LOAD

18.3.1 REGULAR CLASSES

Teaching load is based on a percentage factor assigned to each course in the curriculum according to the following formula:

$$\frac{x}{\text{Base 1}} + \frac{y}{\text{Base 2}} = \text{load for lecture and/or lab courses}$$

Where x = number of lecture hours assigned to a particular course and,

Where y = number of laboratory hours assigned to a particular course and,

Where Base 1 = number of lecture hours which constitute a full teaching load per semester, (see Hours and Load Factors Table.) and

Where Base 2 = number of lab hours which constitute a full teaching load per semester. (See Hours and Load Factors Table.)

Loads for courses taught by counselors, librarians and other faculty as part of the 30 hr. assignment shall be calculated by reducing the 30 hour work load as follows:

Hour Load Reduction = Course Load Factor x 30, i.e., for a course having a load factor of .200 the Hour Load Reduction will be .200 x 30 = 6 hours.

18.3.2 WORK EXPERIENCE FACULTY ADVISORS

Instructional load in work experience education is based on the number of students for which the member is responsible. A full load consists of 125 students which is equivalent to a 15-hour lecture assignment. Twenty five (25) students is 1/5 of a full-time load and is equivalent to a three-hour lecture assignment (.200 of a load). Load for one student is one divided by 125 for a .008 load factor. A maximum of 25 students per semester may be assigned to a regular or contract member.

18.3.3 TELEVISION COURSES

Television courses shall be assigned a load factor of Base = 18 as the Base with class for class sizes of 59 or less students. Television courses for class sizes exceeding 60 students shall be assigned the same load factor of Base = 15.

18.3.4 DIRECTED STUDIES

Instructional load in directed studies is based upon the number of students for which the instructor is responsible. The load per student shall be .008 load factor and a maximum of 10 students per semester may be assigned to an instructor. Exceptions may be made up on recommendation of the dean and approval of the president.

18.5 FULL LOAD

A full teaching load for a member consists of a sufficient number of courses taught at any time during the calendar year to total a combined load factor of 2.0 for the calendar year.

18.6 UNDERLOADS

In the event a load for the calendar year is less than 2.0, it shall be adjusted within four semesters after the semester in which the underload occurs by:

1) scheduling additional teaching load, or

2) withdrawing banked hours to cover the deficit, or

3) by reducing compensation until load worked and compensation collected are in balance, or

4) by fulfilling other activities which may be assigned to an instructor by the dean in consultation with the instructor and faculty unit coordinator.

If regular faculty cannot achieve a full load and make up any underload within a year of incurring the underload, transfer, concurrent assignment or joint assignment procedures, as specified elsewhere in this contract, are available.

18.7 OVERLOADS

Regular/contract members in satisfactory status may undertake duties above and beyond their regular load. Such overloads are subject to the provisions of the article on scheduling of assignments.

18.8 LOAD ADJUSTMENT

18.8.1 An allocation of $80,000 will be designated in the 1989-90 budget for a special load adjustment to be recommended by the load task group and negotiated between ACE and the District.

ARTICLE 19

SCHEDULING OF ASSIGNMENTS

19.1 INTENT

The intent of this article is to provide flexibility in scheduling work assignments.

19.2 WORK YEAR

Assignments may be scheduled at any time during the twelve (12) month year (1 July-30 June) to fulfill the load obligation of the member and to meet the needs of the District.

Faculty assignments will normally be made within the 175 day academic calendar; however, assignments outside the 175 day academic calendar may be made to satisfy the individual's load obligation to the District. No such assignments will be made without prior consultation with the member. If unable to meet load obligation within two (2) work years, the member may have the option to take a reduced load with a corresponding reduction in pay and benefits.

19.3 WORK WEEK

Assignments may be made on any consecutive five (5) days during a seven (7) day period to fulfill the load obligation of the member and meet the needs of the District. Other assignments may be made with the agreement of the member.

19.4 WORK DAY

The District work day starts at 7:30 a.m. and extends to 10:30 p.m. Duties may be scheduled at any time during these hours to fulfill the load obligation of the member and meet the needs of the operating unit, college and/or District. Other assignments may be made with the agreement of the member.

19.5 SCHEDULING REGULAR ASSIGNMENTS

The president or designee shall assign a schedule to a member after consultation with the member and the faculty coordinator. Contract and regular members shall be given preference in the assignment of classes in their discipline before assignment of other members.

A contract or regular member's schedule shall usually be established by seeking mutual consent between the member and the faculty coordinator. The president or designee retains the right to assign members to a schedule at any time within the work year necessary to meet the needs of the District. Such assignments shall, to the extent appropriate, be rotated among members on an annual basis.

All regular/contract faculty in the performance unit will be scheduled for a full load prior to assigning any courses to regular/contract members as an overload or to part-time members.

A. If a regular/contract member is underloaded from a previous semester(s), he/she will get first choice of the available classes within her/his performance unit after all regular/contract faculty loads have been filled.

B. If more than one regular/contract member has an underload from a previous semester, and there are insufficient classes available for all such individuals to make up such underloads, the individual who has been involuntarily underloaded for the longest period of time will have the first choice of any available classes.

C. If a regular/contract member is underloaded, that individual can make up the underload over a two year span -- including summer school. The two year period starts in the semester immediately following the semester in which the underload occurs.

19.6 SCHEDULING OVERLOAD ASSIGNMENTS

Regular or contract members who have received a satisfactory performance appraisal may elect, with the approval of the faculty coordinator and the dean, to schedule overload assignments. Overload assignments will not exceed a maximum of three classes or six contact hours per semester - whichever is less. Such overload assignments are restricted to the following:

A. Classes for which the member is credentialed and qualified and that are not required by other regular/contract qualified member in the District in order to achieve their regular load for the current semester or make up a prior involuntary underload.

B. Work Experience.

C. Directed Studies. However no load shall be given to members for Directed Studies students who attend regularly scheduled classes. Exceptions may be made upon the recommendation of the dean and approval of the

president.

D. Television courses.

In order to provide greater flexibility, overload assignments may be scheduled at any time.

If there are not enough courses available to satisfy all requests for overload from regular/contract members, performance units may establish guidelines for making assignments. Such guidelines must be in writing and must be approved by the dean prior to implementation.

If the member has an overload assignment, and a portion of their regular load is canceled for any reason, the member shall agree to include the overload assignment as part of his/her regular load. Exceptions may be authorized by the dean. When an overload class has been canceled, it shall not be replaced with an overload or part-time member's course already assigned to someone else.

Regular/contract members in the District who wish temporary assignments in a performance unit other than their own for purposes of obtaining an overload must qualify for the part-time pool of that performance unit through the established part-time pool guidelines.

1. Qualified members will be maintained in the pool for a period of six semesters.

2. After a member has not taught in a discipline for which he/she has been qualified for a period of six semesters, he/she must requalify for the pool.

3. Those members currently teaching in the District in a performance unit other than their own will be considered to be qualified to continue to teach in that performance unit other than their own.

19.7 SCHEDULING SUMMER SCHOOL ASSIGNMENTS

Contract and regular members who have received a satisfactory performance appraisal may elect, with the approval of the dean, to teach summer school. Members will be given preference in the assignment of summer school classes in their discipline before the assignment of other certificated members.

Summer school teaching assignments are made by the faculty coordinator in consultation with the dean, with the consent of the member, and are limited to .400 of a full-time regular load assignment. Exceptions to this policy may be made by the chancellor or designee.

ARTICLE 20

WSCH/FTE PERFORMANCE GOALS

20.1 INTENT

The purpose of this system is to provide greater flexibility and incentives to the members in scheduling classes and in retention of students.

The provisions of article 31 of the current contract applicable to class size and class cancellation will remain in effect until such time as a unit has developed an approved plan.

20.2 DEFINITIONS

20.2.1 PERFORMANCE UNIT

An individual or group of individual members teaching in the same or similar areas. In most instances a performance unit will be the same as the presently recognized departments.

20.2.2 WSCH

Weekly Student Contact Hours--a measure of the number of students served (the number of students x the number of hours a class meets each week).

20.2.3 WSCH/FTE

The number of WSCH produced by the equivalent of one regular or contract member.

20.3 WSCH/FTE PERFORMANCE GOALS SYSTEM

20.3.1 ESTABLISHING GOALS

Total WSCH and average WSCH/FTE goals for each college will be established on an annual basis by the District as part of the budget development process. These goals will be established within the framework of a balanced budget. Goals will be based on the District's ADA base plus one percent (1%) growth cap plus three percent (3%) to allow for incentives and contingencies.

20.3.2 COLLEGE PERFORMANCE GOALS COMMITTEE RESPONSIBILITIES

At the college level, a College Performance Goals Committee (hereafter referred to as the Goals Committee) will determine annual WSCH/FTE goals for each of the performance units, and the workload goals for the other service areas, in order for the college to obtain the overall assigned workload goals. The Goals Committee shall consult each performance unit prior to establishing the unit's goals.

The Goals Committee will also develop a room allocation process that will maximize the utilization of existing facilities. The existing room allocation process will continue until such time as the Goals Committee at each college has completed this task.

20.3.3 GOALS COMMITTEE MEMBERSHIP

Each Goals Committee will be composed of the following:

* A maximum of three (3) college administrators appointed by the college president.
* An equal number of members appointed by the Association of Certificated Educators.

20.3.4 SCHEDULE

Performance unit WSCH/FTE goals will be established in the fall of each year for the following year (i.e. 1988-89 academic year goals will be established during the fall semester 1987). Goals will be based on the previous year's data and the first census of the fall semester of the current year, if available (i.e. 1988-89 goals will be based on 1986-87 data plus first census data from the fall semester 1987, if available) and other pertinent information. The Goals Committee may consider factors including room size, teaching methodology, strategy of instruction, and/or professional standards when developing the goals for the performance units.

The Goals Committee will transmit goals to each performance unit no later than the end of the eighth week of the fall semester.

20.3.5 APPEALS AND DECISIONS

Adjustments in the goals may be made by the committee prior to the tenth week of the fall semester in cases where a performance unit believes that insufficient and/or erroneous data were used by the committee to establish the unit's goals. In the event that the Goals Committee is unable to recommend performance unit WSCH/FTE goals by the end of the tenth week of the fall

semester, the president (or designee) will set the performance unit's goals.

20.3.6 PERFORMANCE UNIT PLANS

The performance unit will develop a plan for achieving the unit's assigned WSCH/FTE goals. This plan must be submitted to the dean for approval by the end of the 16th week of the fall semester.

20.3.7 APPROVALS

The dean will have ten (10) working days after receipt of the plan to review the plan. If the dean does not believe the plan is workable or will cause an adverse impact on students, the dean may propose changes to the plan. In such cases the dean must state objections to the plan in writing and will also propose written alternatives.

The dean will continue to manage the schedule (including class size and class cancellation policy) until such time as an approved operating plan is in place.

20.3.8 EVALUATION

The performance unit's success in achieving its WSCH/FTE goals will be evaluated as soon as appropriate enrollment and census data are available. If the performance unit fails to meet the WSCH/FTE goals, it will develop a revised plan within ten (10) days for achieving the unit's WSCH/FTE goals.

The dean will then have ten (10) working days after receipt of the plan to review the plan. If the dean still does not believe the plan is workable or will cause an adverse impact on students, the dean may reject the plan. In such cases the dean must state in writing why the plan is being rejected and may propose alternatives where appropriate. Until the revised plan is approved, the management of all aspects of the schedule will revert to the dean.

After approval of the revised plan by the dean, the performance unit will resume control of the schedule and continue to maintain control as long as the unit continues to meet the goals.

ARTICLE 21

OPERATING UNITS

21.1 **DEFINITION**

21.1.1 **OPERATING UNIT**

An operating unit is an organizational component consisting of one or more performance units. Operating units are established by the administration in consultation with the members of the proposed unit and ACE.

ARTICLE 22

FACULTY COORDINATOR

22.1 INTENT

The faculty coordinator serves as the first line supervisor of an operating unit or a group of operating units. Although still members of ACE, they are accountable to the operating unit and the District management for the responsibilities and duties assigned to them.

22.2 ASSIGNED TIME

A minimum of 170 hours and a maximum of 185 hours of assigned time shall be distributed between the colleges each semester. Each college administration in consultation with faculty coordinator may distribute assigned time in a manner which best meets the needs of the operating units and the college. Assigned time is computed each February and revised, if necessary, for the following year. ACE will be notified in writing by May 1 of any change in distribution for the following year.

In scheduling assignments outside the classroom (or library or counseling), an assigned time "unit" is the equivalent of two (2) clock hours per week.

22.3 SCHEDULING OF ASSIGNED TIME

Assigned time will be scheduled by the dean upon consultation with the faculty coordinator. Assignments will be made to best serve the needs of the operating unit and the college.

It is anticipated that the work load of the faculty coordinator will vary from week to week and semester to semester. Therefore faculty coordinators will have to be flexible to fulfill their responsibilities to their units and the college.

a. Consultation

Within the context of this Article, "consultation" is defined as a process by which the administration seeks systematic advice and counsel from parties that will be impacted by a proposed action. The process will also include a written response after a decision has been reached, but prior to implementation, to explain to all involved parties the basis on which the decision was made.

22.4 SELECTION PROCESS

Any regular or contract member who has taught/worked the majority of their load during the two (2) immediate consecutive semesters and who wishes to be the faculty coordinator of the operating unit to which she/he belongs may apply for the position. Applications should include a statement of the individual's management philosophy, goals, and proposed work schedule.

Applications will be submitted to and screened by a selection committee consisting of members of the operating unit (committee membership will be established by the unit and may include all members of the unit if so desired). Finalists will be interviewed by a majority of the members of the operating unit. Whenever possible, two finalists will be selected by secret ballot and recommended to the dean.

If the member and the dean cannot reach agreement on the appointment, the appointment will be submitted to the next higher level of management for a final decision.

If no members of an operating unit wish to serve as the unit's faculty coordinator, the dean may provide unit leadership by combining units and their unused assigned time hours in order to provide appropriate leadership to a group of units. If this option is exercised by the dean, it will be preceded by a selection process with the affected units. ACE will be notified in these situations.

Faculty unit coordinators will be appointed by the end of the fifth week of the fall semester.

22.5 TERM OF OFFICE

Faculty coordinators will be appointed to a term of two (2) years and may be re-appointed with the approval of a majority of the members of the unit.

New faculty coordinators will assume their duties on the first day of the spring semester following their appointment and serve through the end of the fall semester two (2) years later.

22.6 RESPONSIBILITIES

The responsibilities and duties of a faculty coordinator may vary from unit to unit and semester to semester. The dean and faculty coordinator will meet at the beginning of each semester and agree what duties are necessary for the semester and the level of

importance of each of the duties. Typical examples of faculty coordinator duties and responsibilities are listed in Appendix F. Other duties may be added, as necessary, after consultation between the faculty coordinator and the dean.

22.7 APPRAISAL OF COORDINATORS

Faculty coordinators shall be appraised at least annually by regular/contract members of the operating unit and the dean.

Appraisals will be conducted using standard District policies and procedures.

If a faculty coordinator receives an unsatisfactory appraisal, either from the unit and/or the dean, the dean will consult with the members before taking any action. Actions may consist of the following:

a. continue

b. continue with remediation

c. remove from position

ARTICLE 23

OPERATING UNIT PLANNING SYSTEM

23.1 OPERATING UNIT PLANNING SYSTEM

23.2 INTRODUCTION

The Operating Unit Planning System is a tool to assist members and the operating units to accomplish necessary responsibilities. Performance units and operating units can employ the system to coordinate the individual member's plans toward satisfaction of the unit's work, governance, special projects, etc.

23.3 SETTING GOALS AND TASKS

Each year the members of each operating unit will collectively determine what goals need to be accomplished, what assignments need to be completed during the forthcoming year to achieve these goals, and the relative importance of each assignment. After reaching mutual agreement with the unit's dean as to items to be achieved and their relative importance, members will volunteer for the various roles and tasks relying on popular acclaim, rotation, or some other equally democratic selection method to staff less popular assignments. If the unit and the dean cannot reach agreement, decisions on tasks and assignments will be made by the next higher level of management.

23.4 REPORTING PROGRESS ON TASKS

A master list, which reflects all of the unit's assignments, individual(s) responsible, review dates, and the final due date, will be provided to each of the members within the unit, the faculty coordinators of other operating units in the District, and the unit's dean. The unit dean and faculty coordinator will review progress on a bi-monthly basis. Formal evaluations of progress will be made at the end of each semester to ensure:

1. The plans are being carried out.

2. Changing needs are folded into the plan and lower priority activities are put on hold or dropped.

3. That the plans for the following year are written to accommodate developments in items 1 and 2 above.

Toward the end of the spring semester each member will note the progress made on each of their assignments, turning in a copy to their faculty coordinator. If there is a question regarding some aspect of the performance, the faculty coordinator will meet with that member to clarify and resolve the issue. The faculty coordinator will then summarize this information on the performance planning list. Members and the faculty coordinator will meet to evaluate the past year's performance and prepare the next year's plan.

23.5 RESPONSIBILITY FOR TASKS

The faculty coordinator will be responsible to the unit's dean for the completion of the assigned tasks. If an individual does not complete an assigned task, a memo explaining the relevant circumstances will be sent to the dean by the faculty coordinator. This information will be included in the member's next performance appraisal.

23.6 DUTIES IN LIEU OF RESPONSIBILITIES

Members who do not wish to participate in these professional responsibilities may be assigned additional teaching, librarian and/or counseling duties in order to fulfill their obligations to the District, or said member may opt to take a reduction in pay and benefits.

ARTICLE 24

TRANSFERS

24.1 PURPOSE

The purpose of this article is to insure that the transfer of members is uniformly administered and credential and qualification requirements are satisfied.

24.2 DEFINITIONS

24.2.1 TRANSFER

The administrative or voluntary reassignment of a member from the campus or performance unit where presently assigned to fill a regular vacancy. The vacancy may be in another performance unit at the same college or in the same or different performance unit at another college.

24.2.2 VOLUNTARY TRANSFER

Voluntary transfer refers to an action initiated by a member.

24.2.3 ADMINISTRATIVE TRANSFER

Administrative transfer refers to an action initiated by the District.

24.3 PROCEDURES

24.3.1 VOLUNTARY TRANSFER

A member requesting a voluntary transfer from a current position to a vacant position in another performance unit and/or college must apply for the position through the normal procedures established by the District. A member may apply for voluntary transfer if in satisfactory status and meets the following minimum qualifications:

a. holds a valid California credential authorizing instruction in the subject matter (or is qualified to obtain such credential), and

b. has taught in the subject matter for the equivalent of one semester full-time within the past five years, or

c. has taken a minimum of 15 semester hours (or the

equivalent thereof) of related coursework within the past five years, or

d. has had a minimum of 6 months of related work experience within the past five years.

(The appropriateness of related coursework and/or work experience ultimately rests with the chancellor or designee.)

A member is assured an interview with the selection committee. A member will be scheduled for the first interview. All other selection procedures will be the same as with outside applicants.

24.3.2 ADMINISTRATIVE TRANSFER

Notwithstanding any other provision of this agreement, the chancellor shall have the authority to assign by administrative action any member to any position when such assignment is deemed in the best interests of the District. Such transfers may include a plan of action for professional development in the new position.

ARTICLE 25

JOINT ASSIGNMENT

25.1 PURPOSE

The purpose of this article is to insure that the joint assignment of members is uniformly administered and credential and qualification requirements are satisfied.

25.2 DEFINITIONS

25.2.1 JOINT ASSIGNMENT

A member who holds assignments in more than one performance unit in order to obtain a full load. Such assignments can be made on either a voluntary or administrative basis.

25.2.2 VOLUNTARY JOINT ASSIGNMENT

Within the context of this article voluntary joint assignment refers to an action initiated and carried out by a member on the basis of his/her individual desires.

25.2.3 ADMINISTRATIVE JOINT ASSIGNMENT

The joint assignment of a member from his/her current position by administrative action.

25.3 PROCEDURES

25.3.1 VOLUNTARY JOINT ASSIGNMENT

A member requesting a voluntary joint assignment from a portion of a current position to a position held by a part time member(s) in another performance unit must apply for the position through the normal procedures established by the District. A member may apply for a voluntary joint assignment if in satisfactory status and meets the following minimum qualifications:

a. holds a valid California credential authorizing instruction in the subject matter (or is qualified to obtain such credential), and

b. has taught in the subject matter for the equivalent of one semester full-time within the past five years, or

c. has taken a minimum of 15 semester hours (or the equivalent thereof) of appropriate coursework within the past five years, or

d. has had a minimum of 6 months of appropriate industry experience within the past five years. (The determination of appropriate coursework and/or industry experience ultimately rests with the chancellor or designee.)

A member is assured an interview with a selection committee.

25.3.2 ADMINISTRATIVE JOINT ASSIGNMENT

Notwithstanding any other provision of this agreement, the chancellor shall have the responsibility and power to assign by administrative action any member to any position when such assignment is deemed in the best interests of the District. Such joint assignments may include a plan of action for professional development in the new position.

ARTICLE 26

CONCURRENT ASSIGNMENT

26.1 PURPOSE

The purpose of this article is to insure that the concurrent assignments of members is uniformly administered and credential and qualification requirements are satisfied.

26.2 DEFINITIONS

26.2.1 CONCURRENT ASSIGNMENT

A member who holds assignments at more than one campus in order to obtain a full load. Such assignments can be made on either a voluntary or administrative basis.

26.2.2 VOLUNTARY CONCURRENT ASSIGNMENT

Within the context of this article voluntary concurrent assignment refers to an action initiated and carried out by the member on the basis of his/her individual desires.

26.2.3 ADMINISTRATIVE CONCURRENT ASSIGNMENT

The concurrent assignment of a member from his/her current position by administrative action.

26.3 PROCEDURES

26.3.1 VOLUNTARY CONCURRENT ASSIGNMENT

A member requesting a voluntary concurrent assignment from a portion of a current position to a position held by a part time member(s) at another college must apply for the position through the normal procedures established by the District. A member may apply for a voluntary concurrent assignment if in satisfactory status and meets the following minimum qualifications:

a. holds a valid California credential authorizing instruction in the subject matter (or is qualified to obtain such credential), and

b. has taught in the subject matter for the equivalent of one semester full-time within the past five years, or

c. has taken a minimum of 15 semester hours (or the equivalent thereof) of appropriate coursework within the past five years, or

d. has had a minimum of 6 months of appropriate industry experience within the past five years. (The determination of appropriate coursework and/or industry experience ultimately rests with the chancellor or designee.)

A member is assured an interview with a selection committee.

26.3.2 ADMINISTRATIVE CONCURRENT ASSIGNMENT

Notwithstanding any other provision of this agreement, the chancellor shall have the responsibility and power to assign by administrative action any member to any position when such assignment is deemed in the best interests of the District. Such concurrent assignments may include a plan of action for professional development in the new position.

ARTICLE 27

PERFORMANCE APPRAISAL

27.1 PURPOSE

The goal of the West Valley-Mission Community College District performance appraisal process is to promote professional excellence and enhance performance by providing a timely and useful assessment of performance.

Excellence in faculty performance is crucial to maintaining and extending the learning presently shown by students at Mission and West Valley Colleges.

To facilitate the maintenance and extension of excellence, the appraisal system focuses upon:

1. Measuring performance in an objective, unbiased manner.

2. Providing useful feedback.

3. Ensuring that appropriate recognition and training occurs.

27.2 GENERAL PROVISIONS

27.2.1 FREQUENCY OF APPRAISALS

27.2.1.1 Regular members in satisfactory status shall be evaluated at least once in every two academic years.

27.2.1.2 Regular members whc need improvement will be evaluated at least annually.

27.2.1.3 Regular members in unsatisfactory status will be evaluated continuously.

27.2.1.4 Contract members shall be evaluated each semester.

27.2.1.5 Part-time instructors, long-term substitute and temporary members shall be evaluated during their first semester and every fourth semester taught thereafter.

27.2.2 APPRAISAL TEAM LEADER

The faculty coordinator will serve as the appraisal team leader or will recommend another regular member in satisfactory status to the dean for approval.

The appraisal team leader is responsible for insuring that the appraisal process is completed in accordance with the appropriate provisions of the contract. The responsibilities of the team leader will include at least the following items:

A. Scheduling and conducting the pre-appraisal conference.

B. Coordinating appraisal observations.

C. Insuring that the student surveys are completed in a timely manner.

D. Reviewing the results of the pre-appraisal conference, appraisal observations, student surveys, and other information such as commendations, record keeping documents, attendance, course syllabi and drop/retention rates with the team.

E. Conducting the post-appraisal conference.

F. Completing the post-appraisal summary form.

27.2.3 MENTOR SYSTEM

27.2.3.1 SELECTION

Each operating unit will designate a member to serve as the mentor. Operating units may choose additional mentors in consultation with the dean.

27.2.3.2 RESPONSIBILITIES

1. The mentor will serve as a training resource to the unit, and other units wishing to exchange and/or collaborate mentor services.

2. If requested by the appraisee, the mentor will assist regular/contract members in needs to improve status to carry out their corrective action plan.

27.2.3.3 TRAINING

Mentor training workshops will be held annually to improve the mentor's understanding of successful teaching techniques and to exchange insights with faculty.

27.2.3.4 TERM

The term of a mentor will be for two academic years. A mentor may be elected to subsequent terms with the

approval of the operating unit members and the dean.

27.2.4 Upon completion of the performance appraisal process, the dean will submit the post appraisal summary to Personnel Services. It will be placed in the appraisee's official personnel file.

27.3 APPRAISAL PROCESS

27.3.1 REGULAR MEMBER IN SATISFACTORY STATUS

27.3.1.1 TEAM MEMBERSHIP

The appraisal team will consist of the appraisal team leader and one additional member within the member's discipline or related discipline.

Team members will be recommended by the operating unit and forwarded by the faculty coordinator to the dean for approval.

In order to allow time for other professional activities, individual members should not serve on more than five appraisal teams within one academic year.

Sample forms are attached at the end of this article.

27.3.1.2 PRE-APPRAISAL CONFERENCE

The appraisal team will meet with the member to discuss elements of the appraisal, and establish expectations as defined in the job description.

27.3.1.3 OBSERVATIONS

There will be a minimum of one observation by each member of the appraisal team. Observations may be conducted without advance notice. Observations will include activities outside the classroom if the appraisee is performing in a non-teaching role.

27.3.1.4 STUDENT SURVEYS

Student surveys will be conducted in each class section during one semester of the appraisal year. If the appraisee's primary function is not teaching, other appropriate observations will be conducted.

27.3.1.5 PREPARATION FOR POST-APPRAISAL CONFERENCE

The appraisal team leader will conduct the review process in preparation for the post-appraisal conference.

27.3.1.6 POST APPRAISAL CONFERENCE

At the conclusion of the appraisal, there will be a conference with the appraisee and the team to discuss the appraisal results.

If the faculty coordinator is not a member of the appraisal team, he/she may be included in this post appraisal conference at the request of the team leader.

27.3.1.7 OUTCOME

If the recommendation is satisfactory, the appraisal is completed.

If, the appraisal is not satisfactory, the appraisee will receive a second observation. Both members of the team will conduct the second observation of the same activity. At the request of the appraisee, an additional observation may be made by a mentor.

The results of the second observations will be reviewed by the appraisal team leader and/or faculty coordinator and the dean. The dean in consultation with the team will prepare the final recommendation.

If after the second observation, the appraisee's performance is identified as "needs to improve," the dean in consultation with the faculty coordinator will draft an agreement reflecting corrective actions, timeline and recommendations.

If a mentor was involved as an observer, the mentor will provide the dean with a summary of his/her observations and recommendations before the agreement is written.

27.3.2 REGULAR FACULTY IN NEED TO IMPROVE STATUS

During 1987-88 academic year, a member with documented performance problems was initially placed in the needs to improve category. An agreement for corrective action for those appraisees was developed by the faculty coordinator and the dean.

27.3.2.1 TEAM MEMBERSHIP

The faculty coordinator and dean will serve as the appraisal team.

Upon request of the member or the District, the grievance officer may serve as an observer.

27.3.2.2 PRE-APPRAISAL CONFERENCE

The plan and recommendations will then be reviewed with the and the mentor if requested by the appraisee.

The mentor will work with the appraisee as long as the appraisee is placed in this category and is requested to do so by the appraisee. The mentor will assist the appraisee to improve their performance and carry out the corrective action plan.

If an operating unit does not have a mentor, the member can request the District to obtain the services of a mentor from outside the unit. Such a request must be made within ten (10) days from the date of written notification of being placed in a Need to Improve status.

27.3.2.3 APPRAISAL METHODS

Based on the corrective action, appraisal methods may include but need not be limited to the following:

Observations

Within two semesters there will be at least four observations each by the faculty coordinator and dean.

Student Surveys

A student survey will be conducted before the second census in each class each semester. This survey shall include all students currently enrolled in such sections and may include students who were enrolled but dropped or withdrew from the sections prior to the second census.

If the appraisee's primary job function is not teaching, other appropriate observations will be conducted.

27.3.2.4 PROGRESS CONFERENCE

After the second observation by the team the faculty coordinator will review the written improvement agreement, the appraisal observations, and other relevant information.

27.3.2.5 A consultation meeting will be scheduled with the appraisal team, appraisee and, if requested by the appraisee, the mentor.

At the end of the meeting the dean will specify the progress made to date by the appraisee and the

continued performance necessary to correct noted deficiencies.

27.3.2.6 OUTCOME

At the conclusion of the appraisal period (two semesters) there are three possible outcomes:

A. If there has been satisfactory improvement, the appraisee will be returned to satisfactory status and the appraisal is completed.

B. If progress has been made, but further improvement is necessary, the member will continue to work in a need to improve status.

C. If insufficient progress has been made, a notice of unsatisfactory performance will be issued by the dean, and the appraisee will be referred to the unit development guidance team.

27.3.3 DEVELOPMENT GUIDANCE TEAM

A development guidance team will be established to assist appraisees experiencing serious difficulties. The appraisal period will be a maximum of two regular, consecutive semesters.

27.3.3.1 TEAM MEMBERSHIP

The development guidance team will consist of a faculty colleague, who is in satisfactory appraisal status and is selected by the appraisee, a mentor, one additional member selected by the dean, and the dean.

If an operating unit does not have a mentor, the member can request the District to obtain the services of a mentor from outside the unit. Such a request must be made within ten (10) days from the date of written notification of being placed in a need to improve status.

Upon request of the member or the District, the grievance officer may serve as an observer.

27.3.3.2 APPRAISAL METHODS

Appraisal methods will include, but need not be limited to, the following:

Observations: Each member of the guidance team will make at least one observation per class section per semester. If the appraisee's primary job is not teaching, each member of the guidance team will make other appropriate observations.

Counseling Meetings: A counseling meeting will occur after all observations for a semester are completed. The team will meet with the appraisee. A written summary report of this meeting will be prepared by the dean in consultation with the team members. This report will be copied to the appraisee and the appraisee's file.

27.3.3.3 OUTCOME

If, at the end of the appraisal period, the appraisee's performance is still not acceptable, the team will report to the college president that the appraisee's performance indicates that the appraisee is not qualified to continue as a member of the West Valley-Mission Community College District.

27.3.4 CONTRACT MEMBERS

27.3.4.1 APPRAISAL TEAM MEMBERSHIP

The appraisal team will be composed of the following:

A. The faculty coordinator, or designee, recommended by the faculty coordinator and approved by the dean. This individual will serve as the appraisal team leader.

B. One additional member, in satisfactory status from within the appraisee's discipline or a closely related discipline, who will be recommended by the faculty coordinator and approved by the dean.

C. The dean will also serve on the committee.

27.3.4.2 PRE-APPRAISAL CONFERENCE

The appraisal team will meet with the appraisee to discuss elements of the appraisal and expectations as defined in the job description.

27.3.4.3 OBSERVATIONS

Each member of the appraisal team will conduct observations of each class by the end of the tenth week. If the appraisee's primary job function is not teaching, other appropriate observations will be conducted.

27.3.4.4 STUDENT SURVEY

Student surveys will be conducted for each class by the end of the tenth week.

27.3.4.5 POST APPRAISAL CONFERENCE PREPARATION

Between the tenth and twelfth week of the semester, the appraisal team will review the classroom observations and student surveys and any other relevant available information, such as attendance, grade or other records and participation in unit assignments and tasks, and drop/retention rates.

27.3.4.6 POST APPRAISAL CONFERENCE

The appraisal team will meet with the appraisee during the twelfth week to review the results of the student surveys, observations, and other information.

The results of this conference will be documented in a report prepared by the appraisal team leader, and reviewed and finalized by the team. The report will outline specific concerns and recommendations. A copy of the report shall be forwarded to the director of personnel.

27.3.4.7 APPRAISEE DEVELOPMENT

Between the twelfth and sixteenth week, the appraisal team will provide assistance to the appraisee.

27.3.4.8 SUMMARY CONFERENCE

By the end of the semester, a second conference with the appraisee shall be conducted by the team. This shall be a follow-up of the earlier conference and any specific recommendations made. At the conclusion of this conference a report and specific recommendation shall be prepared and signed by the members of the appraisal team. The recommendation shall be specific:

A. continued employment,

B. continued employment for a second year with specific notations of areas of needed improvement, or

C. dismissal.

27.3.4.9 REVIEWS

The dean with the college president shall review the report and all documentation.

27.3.4.10 After reviewing the materials and consulting with the dean and team, as appropriate, the president shall forward a recommendation to the director of personnel.

The director of personnel shall in turn forward a recommendation to the chancellor.

27.3.4.11 During the second and third semesters, the team will continue to monitor the progress of the appraisee and will follow up on any recommendations made during the earlier conferences. The appraisal team will follow the same steps as outlined above for the first semester.

27.3.5 PART-TIME FACULTY MEMBERS, LONG TERM SUBSTITUTES AND TEMPORARY MEMBERS

27.3.5.1 TEAM MEMBERSHIP

The appraisal team will consist of the faculty coordinator or designee within the member's discipline or related discipline. The faculty coordinator may request one additional member to serve on the team.

27.3.5.2 PRE- AND POST- APPRAISAL CONFERENCES

The appraisal team leader will conduct both conferences. The team leader will summarize other information such as commendations, recordkeeping documents, attendance, course syllabi and drop/retention rates.

27.3.5.3 OBSERVATIONS

A member of the appraisal team will conduct at least one observation during each appraisal semester.

27.3.5.4 STUDENT SURVEYS

Student surveys will be conducted for each class section. If the appraisee's primary job function is not teaching, other appropriate observations will be conducted.

27.3.5.5 OUTCOME

At the post appraisal conference, the team leader will also inform the appraisee of their status.

27.3.6 CORRECTIVE ACTIONS NOT RELATED TO PERFORMANCE

If conduct is not related to performance of the appraisee's primary job function and requires corrective action, other appropriate due processes will be followed.

Grievability

Only compliance with the performance appraisal process is grievable. Outcomes or results of this article are not grievable.

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

PERFORMANCE APPRAISAL

PRE-APPRAISAL CONFERENCE CHECK LIST

Instructor:_____ Date_____

Performance Appraisal From_____ To_____

1. The performance appraisal process has been reviewed with the instructor. Yes No

2. The instructor provided "course syllabi" for all courses being taught. Yes No

3. Discussion occurred regarding the appraisal components.

   A. Expectations as defined by the job description.

   B. Expectations regarding recordkeeping activities.

   C. Related data

I understand the performance appraisal process and have read the above statements.

_____ _____
Appraisee Date

Team Members_____ _____

_____ _____

Dean - white
Appraisee - yellow
WV-MCCD-A-5/13/87
Form A

CERTIFICATED

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

PERFORMANCE APPRAISAL/SUMMARY CONFERENCE

This report should be completed and signed by the performance appraisal team following completion of the observation and student appraisal.

Instructor_____ Date_____

Date of last performance appraisal_____

1. Summary of expectations

2. Summary of student appraisal

3. Summary of classroom observation

4. Summary of strengths

5. Summary of weaknesses

6. Related data

7. Recommendations

Recommendation: Satisfactory Status Needs-to-Improve

Team Members_____ _____

_____ _____

Appraisee_____ Date_____

Dean - white
Appraisee - yellow
Personnel file - pink (submit at end of review year)
WV-MCCD-A-4/87
Form C

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

OBSERVATION/VISITATION SUMMARY REPORT

Instructor_____ Class_____ Date_____

No. of Students Present:_____ Lec/Lab_____ Time_____
Other:

Summarize the following observation categories:

Class Activity:

Class Content:

Student Interaction:

Organization & Presentation:

Teaching Techniques:

Overall Comments:

_____ _____
Instructor Signature Date Observer's Signature Date

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
PERFORMANCE APPRAISAL OBSERVATION/VISITATION REPORT

Instructor_____Class_____Date_____Time_____
Location_____Method of Instruction (i.e. lecture/lab/other)_____
Description of observed activity_____
Number of students present_____ enrolled_____ Observed by_____

		Often	Usually	Rarely	Not Observed
A.	CLASS CONTENT				
1.	Demonstrates knowledge of subject matter	[ ]	[ ]	[ ]	[ ]
2.	Expresses interest, enthusiasm, and curiosity about subject matter	[ ]	[ ]	[ ]	[ ]
3.	Encourages development of critical and creative thinking	[ ]	[ ]	[ ]	[ ]
4.	Follows course outline	[ ]	[ ]	[ ]	[ ]
B.	STUDENT INTERACTION				
1.	Communicates clearly	[ ]	[ ]	[ ]	[ ]
2.	Encourages discussion, questions, and participation	[ ]	[ ]	[ ]	[ ]
3.	Listens to student comments and questions	[ ]	[ ]	[ ]	[ ]
4.	Responds to questions	[ ]	[ ]	[ ]	[ ]
5.	Is sensitive to student reactions Note:	[ ]	[ ]	[ ]	[ ]
6.	Treats students with courtesy and respect	[ ]	[ ]	[ ]	[ ]
C.	ORGANIZATION AND PRESENTATION				
1.	Demonstrates				
	a) preparation	[ ]	[ ]	[ ]	[ ]
	b) planning	[ ]	[ ]	[ ]	[ ]
	c) organization	[ ]	[ ]	[ ]	[ ]
2.	Maintains class control	[ ]	[ ]	[ ]	[ ]
3.	Uses appropriate voice and speaking style	[ ]	[ ]	[ ]	[ ]
4.	Establishes and maintains eye contact	[ ]	[ ]	[ ]	[ ]
D.	TEACHING TECHNIQUES				
1.	Did instructor meet or achieve course objective for the day period	[ ]	[ ]	[ ]	[ ]
2.	Makes effective use of instructional materials and media	[ ]	[ ]	[ ]	[ ]
3.	Demonstrates techniques for dealing with individual needs	[ ]	[ ]	[ ]	[ ]
4.	Uses a variety of questioning techniques	[ ]	[ ]	[ ]	[ ]
5.	Incorporates unplanned opportunities	[ ]	[ ]	[ ]	[ ]
6.	Paces activities to assure task accomplishments	[ ]	[ ]	[ ]	[ ]
7.	Monitors student progress during class period	[ ]	[ ]	[ ]	[ ]
E.	COMMENTS				

Dean - white
Appraisee - yellow
WV-MCCD-4/87, Form B

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT SURVEY OF STUDENT OPINION OF TEACHING

Students are among those who are best qualified to judge an instructor's teaching effectiveness and to offer suggestions that will improve his/her performance and promote good teaching standards in the college. This information will not identify any student individually. Numerical data will be summarized and given to the instructor and his /her dean. After the semester is over, written comments will be forwarded to the instructor.

Listed below are qualities which describe aspects of instructor performance. Rate your instructor on each of these items by using the Scantron sheet provided. PLEASE USE A SOFT (#2) PENCIL.

Instructor's Name:	Course Number and Title:

1. Organization and Preparation of Course Material
- (A) Exceptionally well organized and prepared
- (B) Consistently well organized and prepared
- (C) Reasonably organized and prepared
- (D) Sometimes lacks organization
- (E) Disorganized or unprepared

2. Explanation of Concepts and Principles
- (A) Exceptionally clear and enlightening
- (B) Very clear in explanations
- (C) Usually good in explanations
- (D) Seldom adds to student's understanding
- (E) Often confuses student's understanding

3. Ability to Create Interest in Course Material
- (A) Stimulates interest to high degree
- (B) Usually stimulates interest
- (C) Occasionally stimulates interest
- (D) Neither stimulates nor reduces interest
- (E) Reduces interest

4. Apparent Knowledge of Material
- (A) Exceptional
- (B) Thorough
- (C) Adequate
- (D) Somewhat lacking
- (E) Poor

5. Enthusiasm in Teaching Students
- (A) Highly enthusiastic
- (B) Generally enthusiastic
- (C) Occasionally enthusiastic
- (D) Shows little enthusiasm
- (E) Seems to have no enthusiasm

6. Responsiveness to Class Difficulty
- (A) Extremely sensitive and responsive
- (B) Usually aware and responsive
- (C) Sometimes aware and responsive
- (D) Responsive when asked
- (E) Insensitive or unresponsive

7. Use of Examples and Illustrations
- (A) Very effectively used to support material
- (B) Usually used well
- (C) Used adequately
- (D) Seldom used effectively
- (E) Never used effectively

8. Motivation of Students
- (A) Inspires extremely strong effort
- (B) Inspires strong effort
- (C) Inspires adequate effort
- (D) Inspires minimal effort
- (E) Eliminates motivation

9. Choice and Use of Reading Material
- (A) Exceptionally well chosen and useful to class
- (B) Very well chosen and useful to class
- (C) Adequately chosen and useful to class
- (D) Contributes little to class
- (E) Poorly chosen or detracts from class

10. Helpfulness of Homework Assignments
- (A) Contributes greatly to understanding
- (B) Contributes well to understanding
- (C) Contributes adequately to understanding
- (D) Contributes little to understanding
- (E) Detracts from understanding

11. Fairness of Tests or Assessment Methods
- (A) Exceptionally appropriate and fair
- (B) Very appropriate and fair
- (C) Adequately appropriate and fair
- (D) Somewhat inappropriate
- (E) Inappropriate or unfair

12. Contribution to thinking skills
- (A) Greatly enhanced my skills in thinking
- (B) Helped my skills in thinking
- (C) Marginally contributed to my skills in thinking
- (D) Not helped my skills in thinking
- (E) Confused my thinking

13. Overall Value of Course
- (A) Exceptionally helpful and enlightening
- (B) Very helpful
- (C) Moderately helpful
- (D) Marginally helpful
- (E) Not helpful or useful

14. Overall Rating of Instructor's Performance
- (A) Excellent
- (B) Very good
- (C) Good
- (D) Fair
- (E) Poor

Comments Directed TO THE INSTRUCTOR

Please comment on the instructor's strong and weak points of teaching. Also, comment on the content of the course. Include any criticism and / or praise you feel is appropiate.

Comments Directed TO PROSPECTIVE STUDENTS OF THIS COURSE

Please comment on the course content, presentation, and mechanics (e.g., pace, homework, prerequisites, availability of help, textbooks, etc.). Also, comment on your overall satisfaction with this course.

54-E

15. Compared to other courses you have taken, amount of work required

(A) An exceptional amount
(B) A large amount
(C) Average
(D) Little
(E) Virtually none

16. Pace of the course

(A) Much too fast
(B) A little fast
(C) About right
(D) A little slow
(E) Much too slow

17. List the grade you believe you will receive in this course

ARTICLE 28

RETENTION AND DISMISSAL

Refer to Education Code Sections 87660 et. seq.

ARTICLE 29

REDUCTION IN FORCE

Refer to Education Code Sections 87741 et. seg.

ARTICLE 30

PROVISIONS REGARDING LEAVES

30.1 The District has sole and exclusive right to grant or deny requests for early return from leave, or, cancellation of an approved leave.

30.2 Regular/contract members may be granted a leave without pay for not more than twenty (20) assigned duty days in any one (1) academic year at the approval of the chancellor.

30.3 Regular/contract members may be granted leave without pay for any period of time up to one (1) year upon chancellor recommendation and approval of the Board.

30.4 Unless otherwise indicated, time on paid leave will be counted as time in service for all rights and benefits for regular/contract members (or unpaid leave of less than twenty-one (21) days). Members on unpaid leave over twenty (20) days shall be eligible for and retain fringe benefits of their position (in accordance with each specific insurance program, carrier, and District requirements) by paying monthly prior to the tenth (10th) day of the month, in advance, the full District and member costs of any such program(s). Members not electing to pay such total costs shall have such benefits rescinded until return from leave.

30.5 Unless otherwise indicated, leaves may be extended by mutual agreement between the member and District on an individual basis and without, in any case, establishing precedent for any other extension to any other member under the same or similar circumstances.

30.6 Members must be in active employment or on paid leave to earn or use sick leave. A regular/contract member on leave without pay retains accrued sick leave but shall not accrue additional days during such absence.

30.7 Regular/contract members who have exhausted their sick leave and are absent from work due to illness or injury for a period of five (5) school months or less, shall receive the difference, if any, between a substitute salary, if hired, and their regular salary during the period of such absence, to a maximum of five (5) school months during the regular academic school year.

30.8 Members on leave for a year must notify the District four (4) months in advance of intent to return (approximately October 15 or February 15).

30.9 The District may verify leaves of absence, or require the member to verify leaves of absence. The verification required by the District will not be unreasonable. The District may require physical or medical examinations to determine ability to provide services, provided the District pays the cost of the examination. The District need not pay for pre-employment examinations.

30.10 No payment of salary or fringe benefits will be provided members on unauthorized leave. No payroll warrant shall be issued for the benefit of a member who has not faithfully performed all the duties prescribed.

30.11 The provisions of this article specify minimum leave requirements. The District may provide additional leaves upon approval of the chancellor.

ARTICLE 31

SICK LEAVE

31.1 Members shall be granted sick leave accrued at the rate of one (1) day per working month for the academic year.

31.2 All new members shall be credited with unused accrued sick leave that was accrued in another California school district immediately preceding employment provided the member provides the District with proof of such accrual within six (6) months of their date of hire.

31.3 Any unused accrued sick leave will be accumulated indefinitely for members. No accrued sick leave will be paid at the time of separation from the District.

31.4 Accrued sick leave will be maintained and accrued while on short term military, sabbatical and exchange teaching leaves of absence.

31.5 A member's absence will be charged against his/her accrued sick leave. The actual amount of sick leave charged will be prorated on the basis of the member's weekly contact hours including office hours. Appendix D defines the calculation for sick leave.

31.6 The dean, the director of personnel services or designee may require a statement from the member's physician that the member is able to fully perform job duties upon return from illness or injury leave.

31.7 A member's sick leave accrual will be credited at the beginning of each fiscal year. At the time a member separates from the District, the District will deduct the amount of the used, but unearned, sick leave from the member's final salary warrant.

31.8 For sick leave differential and disability, please contact personnel services.

ARTICLE 32

PREGNANCY AND DISABILITY LEAVE

32.1 A member shall be granted a disability leave when required to be absent from duty because disability caused by pregnancy, miscarriage, childbirth and recovery therefrom.

32.2 Upon verification of pregnancy, the member shall inform the responsible dean.

32.3 Length of leave will be for the period of actual disability as determined by the physician. The president or designee may require physicians' statement or other proof and may require such proof updated from time to time.

32.4 A member disabled due to pregnancy, miscarriage, childbirth and recovery therefrom is entitled to use her accumulated sick leave and entitled to other health or disability benefits as are received by other employees who are temporarily disabled, but only to the extent that such benefits are received by other temporarily disabled employees.

ARTICLE 33

INDUSTRIAL ACCIDENT/ILLNESS LEAVE

33.1 A regular member who must be absent from duty because of an accident or illness arising out of the course and scope of employment shall be eligible for industrial accident and illness leave. The injury or illness must be judged by the District's Workers Compensation carrier as qualified for Workers Compensation.

33.2 Allowable leave shall be for 60 days during which school is in session or days when the member would otherwise have been required to perform work for the District.

33.3 When an industrial leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due him or her for the same illness or injury.

33.4 Allowable leave shall not accumulate from year to year.

33.5 Industrial accident or illness leave shall commence on the first day of absence.

33.6 During any month in which the absence occurs, the District will pay the member the portion of the salary due for the month, which when added to the member's temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in payment of full salary.

33.6.1 The member may endorse the temporary disability indemnity check to the District. The District, in turn, will pay the member's full salary.

33.6.2 Regardless of the temporary disability indemnity award, the industrial accident or illness leave shall be reduced by one day for each day of authorized absence.

33.6.3 The phrase "full salary" shall be computed so that it shall not be less than the member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code.

33.7 Upon expiration of the sixty days of industrial accident or illness leave, a member may elect to take as much of accrued sick leave as is necessary which, when added to the temporary disability compensation, will result in payment of not more than the member's base monthly salary. The member may also elect to receive substitute differential pay (the difference between the member's pay and the amount paid the substitute) as provided by the District for extended

illness leave, or until income protection insurance, if any, takes effect. For the purposes of these leaves, the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave.

33.8 Any member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

33.9 Periods of leave of absence, paid or unpaid, taken under the provisions of this article, shall not be considered a break in service of the member.

ARTICLE 34

BEREAVEMENT LEAVE

34.1 Regular/contract members are entitled to bereavement leave, up to three consecutive days (five consecutive days if out-of-state travel is required) per occurrence, and at the time of occurrence, with pay, for a death in the immediate family. Immediate family, means the mother, father, grandmother, grandfather, or a grandchild of the member or of the spouse of the member and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the member, or any relative living in the immediate household of the member;

34.2 Bereavement leave of two days per occurrence will be granted without loss of pay in the event of the death of one of the following members of the member's family; sister-in-law, brother-in-law.

ARTICLE 35

PERSONAL NECESSITY LEAVE

35.1 Regular/contract members may use accumulated sick leave, not to exceed six (6) days per year, during the regular academic year, for this leave.

35.2 Personal necessity leave shall be granted only for one or more of the following reasons (days may not be accumulative from year to year).

35.2.1 NO ADVANCE NOTICE REQUIRED

35.2.1.1 Death of a member of the immediate family (in addition to the normal allowance for bereavement leave) means the mother, father, grandmother, grandfather, or a grandchild of the member or of the spouse of the member and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the member or any relative living in the immediate household of the member;

35.2.1.2 Accident involving your person or property, or the person or property of your immediate family, or such a nature that your immediate presence is required during the work day;

35.2.1.3 Serious illness of members of the immediate family. (Immediate family is defined in the Bereavement Leave, Article 22.)

35.2.2 ADVANCE NOTICE (APPROVAL REQUIRED)

35.2.2.1 Appearance in court as a litigant. Return to work is required where it is not necessary to be absent for the entire day. Advance notice shall be at least five (5) work days.

35.2.2.2 Up to two (2) days may be used for religious holidays/observances which the member asserts are of such moral/ethical significance that it is a personal necessity to be absent from work. Advance notice shall be at least five (5) work days.

35.2.3 Up to two (2) days for other emergencies or personal business which cannot be accomplished during non-working hours. Advance notice to be as soon as reasonable under the circumstances.

ARTICLE 36

LEGAL & CIVIC DUTIES

36.1 Regular/contract members shall be granted a leave of absence to appear as a witness in court, other than a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the member;

36.2 Such leave(s) shall be granted, with pay, in an amount not to exceed the difference between the member's regular earnings and any amount he/she received for jury duty or witness fee, exclusive of mileage and meal allowances;

36.3 Members shall return to work during any day in which they do not have to report to court.

ARTICLE 37

CONFERENCE LEAVES

37.1 LEAVE FOR PROFESSIONAL GROWTH ACTIVITIES

Upon recommendation of the faculty coordinator and approval of the dean, or by recommendation of the dean and approval by the president, a member may be authorized to attend conferences, professional association meetings, special meetings, and other activities designed to provide professional growth opportunities to the members. Such leaves are subject to the following guidelines:

37.1.1 Activities shall be related to the specific professional/teaching area of the member, or,

37.1.2 Activities shall be pertinent to the educational objectives of the department and college, or,

37.1.3 Activities shall provide innovative ideas, update teaching techniques/methods, and present new areas for growth in the members teaching area.

37.1.4 Activities shall not require the member to be absent from scheduled classes more than five (5) work days during an academic year. Extension may be granted with the approval of the dean or president.

37.1.5 Within the fiscal constraints of District, funds for substitute instructors, and, for defraying professional growth activities expenses may be provided.

37.2 FACULTY CONFERENCE ALLOCATION

37.2.1 College conference allocation shall be established at $200 per regular member.

ARTICLE 38

EARNED LEAVE

38.1 Contract or regular members may accumulate earned leave by banking overload. A member must request that their overload (or summer semester) class(es) be banked at the time they sign their overload contract. Classes may be banked up to a full load and may be applied against a subsequent semester (a "full load" will be determined by using the Load Book in effect at the time the member applies for leave).

38.2 The maximum rate at which classes may be banked is 6 contact hours per semester or summer session. A member may take a maximum of one semester off in any 5 year period. A period will be considered as starting when a member returns from the previous leave. At least 50% of the regular/contract members of an unit must be on duty each semester. In units of less than two members, leave will be contingent upon the ability to maintain the unit's offerings.

38.3 If more than fifty percent (50)% of an unit applies for earned leave, leave will be granted according to seniority among members who have not taken an earned leave within the past five (5) years. Withdrawal from the bank must be requested by the first day of the second month of the semester prior to the semester in which the earned leave will be taken.

38.4 When a member leaves the employ of the district, any unclaimed banked hours will be paid off at the hourly rate at which they were accumulated. Banked hours will be maintained by personnel services.

38.5 Earned leaves will have no impact on any other district policies.

38.6 Members on earned leave will be paid at their pay rate at the time the earned leave is taken.

ARTICLE 39

SABBATICAL LEAVES

39.1 ELIGIBILITY

39.1.1 LENGTH OF SERVICE

An applicant for a sabbatical leave must have rendered at least six (6) years full-time service to the District.

39.1.2 COMPUTATION OF LENGTH OF SERVICE

Unpaid leave shall not be included as service in computing the six (6) years of full-time service required.

Credit for one (1) academic year is earned when the member has worked seventy five (75%) of the total number of teaching days in that academic year for more than sixty (60) percent of the hours per week required for the member's full-time assignment.

39.2 EXTENT AND DISTRIBUTION OF LEAVES

The number of members on sabbatical leave at any one time shall not exceed a number that will generate a cost to the District of $100,000 annually.

39.3 LENGTH OF SABBATICAL LEAVES

Sabbatical leaves will be granted effective on the date of the beginning of a semester only.

The following types of sabbatical leaves will be granted:

A. One semester on full salary.

B. Two semesters on one-half salary. A member may have the option of requesting two non-sequential semesters rather than two consecutive semesters but the two semesters must be taken within a three-year period. If this plan is followed, the time between the semesters of leave shall not be credited to the next six year term.

39.4 COMPENSATION WHILE ON SABBATICAL LEAVE

39.4.1 SABBATICAL LEAVES WHICH GENERATE NO OUTSIDE INCOME

Compensation during the course of the sabbatical leave shall be under the same compensation schedule employed while the member is on regular duty.

39.4.2 SABBATICAL LEAVES WHICH GENERATE OUTSIDE INCOME

A sabbatical leave for work experience will not be granted for gainful employment, although a salary may be accepted. The salary from such sources plus the member's district sabbatical leave salary shall be reduced in the amount of that excess. Any exceptions to this provision may be granted only on petition to the chancellor.

Income from scholarships, fellowships and assistantships, together with the sabbatical leave salary, shall not exceed the amount the member would have been paid had the member not been on sabbatical leave. Any exception to this provision may be granted only on petition to the chancellor.

39.5 BENEFITS WHILE ON SABBATICAL LEAVE

During the member's sabbatical leave, a member shall receive all benefits normally accruing to the member, just as if the member were performing his/her full duties on campus.

Sabbatical leave time shall be credited as regular teaching time in advancement on the salary schedule, in retirement provisions, and in all other matters. (Note: Members should check with personnel regarding the effect of his/her sabbatical leave on STRS benefits.)

39.6 TYPES OF SABBATICAL LEAVES

39.6.1 SABBATICAL LEAVE FOR STUDY

A member on sabbatical leave for formal study shall complete at least 10 semester units or 15 quarter hours of acceptable lower division, upper division, or graduate work during the sabbatical year, not less than 5 semester units of which shall be completed during each semester or 5 quarter hours during each quarter of the leave.

These courses, which shall be taken only at an institution accredited by a recognized accrediting agency, shall be exclusive of correspondence courses.

Previous to such leave, the courses to be undertaken must be approved by the committee.

39.6.2 SABBATICAL LEAVE FOR TRAVEL

Members on sabbatical leave for travel shall remain in travel status for at least seventy-five percent (75%) of the teaching days each semester for which leave is granted.

Application for such leave shall include a general itinerary (which shall be considered to be to some degree flexible) of the proposed travel, together with a statement concerning the proposed objectives of the travel. Such travel must have as its basic objective the specific enhancement of the member's teaching effectiveness or other service to the District.

39.6.3 SABBATICAL LEAVE FOR WORK EXPERIENCE

Leave may be granted for work experience in the field in which the member teaches or for study in schools maintained by a business or industry.

A member granted a sabbatical leave for work experience shall work a minimum of 350 hours per semester.

39.6.4 SABBATICAL LEAVE FOR CURRICULUM DEVELOPMENT

Leave may be granted for curriculum work. Requests for sabbatical leave to develop curriculum must be accompanied by a needs assessment, letters of recommendation by the member's performance unit, faculty coordinator and dean. Such requests should also be accompanied by a statement from the Curriculum Review Committee that the proposal is in keeping with the committee's guidelines regarding course duplication/proliferation and other such items as the committee may feel are appropriate.

39.6.5 SABBATICAL LEAVE FOR OTHER PURPOSES

Members may propose a combination of two or more of aforementioned activities.

Proposals for special projects must be submitted in sufficient detail to allow the committee to evaluate their merit.

39.7 REPORTING UPON COMPLETION OF SABBATICAL LEAVE

39.7.1 COMPLIANCE REPORTS

A written compliance report shall be filed with the Sabbatical Leave Committee within thirty (30) days of a member's return to duty.

The committee will review the report for compliance with the member's proposal. Unsatisfactory reports will be returned to the member for revision. Revised reports must be received by the committee within thirty (30) days of their return to the member. Extensions to these deadlines may be granted by the committee. Such extensions can only be granted in writing upon receipt of a written request from the member.

Failure to meet either of the above deadlines will result in the District withholding ten (10) percent of the member's pay until the committee certifies that all requirements have been met or the member has returned the entire cost of the sabbatical leave.

39.7.2 INFORMATION TRANSFER

The member's president, dean/designee or faculty coordinator shall assist the leave recipient in sharing with the appropriate segment of the college community the experience of the leave.

39.8 CONTINUED EMPLOYMENT STATUS

39.8.1 DISTRICT OBLIGATION UPON RETURN FROM LEAVE

At the expiration of the sabbatical leave, the member shall be reinstated in a position equivalent to that held by the member at the time the leave was granted, unless the member agrees in writing prior to the member's leave to any modifications in the member's duties.

39.8.2 MEMBER OBLIGATION UPON RETURN FROM LEAVE

The member is obligated to render at least two years' service to the District following the return of the member from sabbatical leave.

39.8.3 REQUIREMENT FOR BOND

The member must furnish a bond indemnifying the Governing Board against loss of the cost of the member's sabbatical leave in the event the member fails to render at least two years' service following his/her return from sabbatical leave. Such indemnifying bond shall be filed in the personnel office prior to the beginning of the member's leave and before any compensation shall be paid to the member under the terms of the sabbatical leave article.

39.9 UNCONTROLLABLE INTERRUPTIONS

Member's sabbatical leave programs which are interrupted by events beyond the member's control may

be extended to permit successful completion. Interruptions would include events such as member illness, injury, or substantial changes in the conditions directly affecting the sabbatical plan. The member must notify the committee and personnel services of such a request by certified or registered mail within 15 days of such an event. The committee may require whatever information deemed necessary to make a recommendation to the chancellor. The granting of extensions to accommodate such events will be at the sole discretion of the chancellor.

39.10 SELECTION GUIDELINES FOR DETERMINING PRIORITY

The Sabbatical Leave Committee will provide application instructions and evaluation criteria through publications and workshops. Applications will be evaluated based on the following criteria.

39.10.1 APPLICANT'S PROPOSED CONTRIBUTIONS

Priority in the selection of applicants for sabbatical leave shall be given based on the value of the leave to students, the member and the college. Approximately 70% of the total available points will be based upon the stated purpose, rationale/need and implementation plan.

39.10.2 APPLICANT'S PAST CONTRIBUTIONS

Approximately 25% of the total available points will be based upon the applicant's past contributions to the students, the colleges and the District above and beyond those expected of a professional (i.e. professional activities required as part of a full-time member obligation to the District) or compensated by stipend or release time. Such contributions may include, but are not limited to scholarship, leadership and contributions to the arts.

39.10.3 LENGTH OF SERVICE

A total of 5% will be awarded based on the following:

a. Length of service to the District.

b. Distribution of sabbatical leaves among the various performance units.

c. Need of the individual applicant.

d. Number of prior sabbaticals.

39.11 SABBATICAL LEAVE COMMITTEE

39.11.1 IMPLEMENTATION

Implementation of this policy shall be the responsibility of the Sabbatical Leave Committee.

39.11.2 COMMITTEE MEMBERSHIP

The Committee shall consist of one (1) member from West Valley College and one (1) member from Mission College, appointed by the respective president and four (4) members appointed by the Association, (two (2) from Mission College and two (2) from West Valley College) serving staggered three (3) year terms.

39.11.3 COMMITTEE CHAIRPERSON

The chairperson shall be elected from the members appointed by the Association. The chairperson shall be elected by a majority vote of the entire Committee and shall have served at least two (2) years before assuming the duties of the office.

39.12 SELECTION PROCEDURES

39.12.1 APPLICATION DEADLINE

Sabbatical leave applications must be received by Personnel Services by December 1 of the school year immediately preceding the school year for which leave is requested.

39.12.2 SELECTION PROCESS

Applications for sabbatical leave will be reviewed by the committee. All applications will be anonymous at this stage of the review process. The committee will develop a prioritized list of approved applicants using the criteria outlined in 39.10. Upon completion of this phase, the list will be sent to the personnel office for forwarding to each college president. The administration will calculate the cost of the proposed sabbatical leave of each qualified applicant. College presidents may provide information for committee consideration.

The committee will prepare the list of recommended applicants. This list will be forwarded by the chancellor to the Governing Board.

At this time, the committee will inform the applicants of the status of their proposals.

39.12.3 FINAL SELECTION

The Governing Board will take action on the applications two months prior to the end of the school year preceding that for which leave is being applied. Action of the Board will be transmitted to the applicant by the chancellor.

39.12.4 UNUSED SABBATICAL LEAVES

Should a recipient of a sabbatical leave be unable to use the leave, the Governing Board will be so notified by the chancellor. A leave will be granted to the next recommended candidate if funds are available.

39.12.5 UNSUCCESSFUL CANDIDATES

Applicants whose proposals are not approved are encouraged to submit new proposals in the following academic year.

39.12.6 GOVERNING BOARD AUTHORITY

Compliance with the requirements stated in this policy does not imply automatic granting of sabbatical leave. The final decision rests solely with the Governing Board.

39.13 CHANGES TO ORIGINAL PROPOSAL

Any proposed changes to the original sabbatical leave proposal must be submitted in writing to the chairperson of the Sabbatical Leave Committee for approval prior to the beginning of the leave or prior to changing activities during the leave. Failure to receive approval in writing from the chairperson or designee prior to making changes in the proposal may result in the loss of pay and/or other disciplinary action. Any changes to the duration and/or type of sabbatical leave must be submitted to and approved in writing by the committee chairperson, or designee, and director of personnel services prior to undertaking the change.

39.14 GRIEVABILITY

No grievance may be filed or processed in regard to any decision of the Sabbatical Leave Committee on this sabbatical article process other than failure to follow the process established.

ARTICLE 40

REJUVENATION AND RETRAINING LEAVE

40.1 ELIGIBILITY

40.1.1 LENGTH OF SERVICE

An applicant for a rejuvenation and retraining leave must have rendered at least six (6) years full-time service to the District.

40.1.2 COMPUTATION OF LENGTH OF SERVICE

Unpaid leave shall not be included as service in computing the six (6) years of full-time service required.

Credit for one (1) academic year is earned when the member has worked seventy five (75%) of the total number of teaching days in that academic year for more than sixty (60) percent of the hours per week required for the member's full-time assignment.

40.2 EXTENT AND DISTRIBUTION OF LEAVES

Each college president may grant up to three (3) rejuvenation and retraining leaves each year.

40.3 LENGTH OF LEAVES

Rejuvenation and retraining leaves will be granted effective on the date of the beginning of a semester only. Rejuvenation and retraining leaves may be one or two semesters in length.

40.4 COMPENSATION WHILE ON REJUVENATION AND RETRAINING LEAVE

Compensation while on rejuvenation and retraining leave shall be as follows:

1) The member shall have the actual cost of substitutes (salary plus fringes) deducted from the member's monthly pay warrants.

2) Members who undertake gainful employment, or accept a scholarship, fellowship, assistantship or any other type of compensation while on rejuvenation and retraining leave will report such compensation in excess of the cost of their replacement.

Any exceptions to these provisions may be granted only on petition to the chancellor.

40.5 BENEFITS WHILE ON REJUVENATION AND RETRAINING LEAVE

During the member's rejuvenation and retraining leave, a member shall receive all benefits normally accruing to the member, just as if the member were performing his/her full duties on campus.

Rejuvenation and retraining leave time shall be credited as regular teaching time in advancement on the salary schedule, in retirement provisions, and in all other matters. (Note: Members should check with personnel regarding the effect of his/her rejuvenation and retraining leave on STRS benefits.)

40.6 DESCRIPTION OF LEAVE

Rejuvenation and retraining leaves are intended for members who have provided extended service to the District and are in need of rejuvenation and/or retraining to update the member's professional skills.

40.7 REPORTING UPON COMPLETION OF REJUVENATION AND RETRAINING LEAVE

40.7.1 COMPLIANCE

A written compliance report shall be filed with the president within thirty (30) days of a member's return to duty.

The president will review the report for compliance with the member's proposal. Failure to meet the deadline will result in the District withholding ten (10) percent of the member's pay until the president determines that the requirements have been met or the member has returned the entire cost of the rejuvenation and retraining leave.

40.7.2 INFORMATION TRANSFER

The member's president, dean/designee or faculty coordinator shall assist the leave recipient in sharing with the appropriate segment of the college community the experience of the leave.

40.8 CONTINUED EMPLOYMENT STATUS

40.8.1 DISTRICT OBLIGATION UPON RETURN FROM LEAVE

At the expiration of the rejuvenation and retraining leave, the member shall be reinstated in a position equivalent to that held by the member at the time the

leave was granted, unless the member agrees in writing prior to the member's leave to any modifications in the member's duties.

40.9 UNCONTROLLABLE INTERRUPTIONS

Member's rejuvenation and retraining leave programs which are interrupted by events beyond the member's control may be extended to permit successful completion. Interruptions would include events such as member illness, injury, or substantial changes in the conditions directly affecting the rejuvenation and retraining plan. The member must notify the president and personnel services of such a request by certified or registered mail within 15 days of such an event. The president may require whatever information deemed necessary to make a recommendation to the chancellor. The granting of extensions to accommodate such events will be at the sole discretion of the chancellor.

40.10 SELECTION GUIDELINES

The president will provide application instructions and evaluation criteria prior to October 15. Applications will be evaluated based on the member's proposal, need and other factors as the president may consider appropriate.

40.11 FINAL SELECTION

The Governing Board will take action on the applications two months prior to the end of the school year preceding that for which leave is being applied. Action of the Board will be transmitted to the applicant by the chancellor.

40.12 UNUSED REJUVENATION AND RETRAINING LEAVES

Should a recipient of a rejuvenation and retraining leave be unable to use the leave, the Governing Board will be so notified by the chancellor. A leave will be granted to the next recommended candidate.

40.13 UNSUCCESSFUL CANDIDATES

Applicants whose proposals are not approved are encouraged to submit new proposals in the following academic year.

40.14 GOVERNING BOARD AUTHORITY

Compliance with the requirements stated in this policy does not imply automatic granting of rejuvenation and retraining leave. The final decision rests solely with the Governing Board.

40.15 CHANGES TO ORIGINAL PROPOSAL

Any proposed changes to the original rejuvenation and retraining leave proposal must be submitted in writing to the president for approval prior to the beginning of the leave or prior to changing activities during the leave. Failure to receive approval in writing from the president or designee prior to making changes in the proposal may result in the loss of pay and/or other disciplinary action.

Any changes to the duration and/or type of rejuvenation and retraining leave must be submitted to and approved in writing by the president, or designee, and director of personnel services prior to undertaking the change.

40.16 GRIEVABILITY

No grievance may be filed or processed in regard to any decision of president on this rejuvenation and retraining article process other than failure to follow the process established.

ARTICLE 41

UNPAID LEAVES

41.1 CHILD-REARING LEAVE

A personal leave with one hundred percent (100%) of the District required fringe benefit payments may be granted by the Board for a maximum of six (6) months for a child rearing leave when in an unpaid leave status. The leave must begin at the time of maternity, delivery, paternity or adoption, or within close proximity of that date, and terminate upon a date which has been mutually agreed between the individual and dean.

41.2 LEAVE FOR EXCHANGE TEACHING

Upon recommendation of the chancellor and Board approval, a leave of absence on a yearly basis (two consecutive semesters) may be granted to regular/contract members for exchange teaching; provided, the applicant agrees, in advance, to return to full-time service of the District for at least one (1) year upon completion of the exchange teaching assignment. Credit for such service on the salary schedule and all other fringe benefits shall be granted on a year-for-year basis.

41.3 MILITARY LEAVE

Members will be granted military leave in accordance with provisions of the Education Code and Military and Veterans Code upon submission of official orders to the District by the affected member.

41.4 LEGISLATIVE LEAVE

41.4.1 Any regular/contract member elected to the State Legislature shall be granted a leave of absence without pay and benefits for the duration of his/her elected term of office, if requested by the member.

41.4.2 The member must resume his/her full duties within six (6) months after his/her term of office expires.

41.4.3 Compensation for any part-time service by a member on legislative leave shall be on a pro-rata basis of the member's full time salary at the beginning of the legislative leave.

41.4.4 Upon completion of the term of office, the member shall be reinstated to a comparable (unless otherwise agreed) position to the one he/she held prior to his/her election.

41.4.5 Any person employed to take the place of a member who has been granted a legislative leave shall have no right to such position following the return of such member to the position.

ARTICLE 42

PROFESSIONAL GROWTH AND DEVELOPMENT

42.1 INTENT

The purpose of this article is to encourage the continued professional growth of members.

42.2 ELIGIBILITY

All regular members who have reached Step 12 of Column D, E or F, who are presently in satisfactory status and who have been on a growth step for three years shall be eligible for consideration for advancement to the next appropriate growth step.

42.3 PROFESSIONAL GROWTH AND DEVELOPMENT COMMITTEE

42.3.1 MEMBERSHIP

The District's PG&D Committee shall consist of four (4) regular members appointed by the Association, two (2) from West Valley College and two (2) from Mission College, and two (2) certificated administrators, one (1) from Mission College and one (1) from West Valley College, each appointed by the president.

42.3.2 TERM OF APPOINTMENT

The members shall serve a period of three (3) years on a staggered basis.

42.3.3 CHAIRPERSON

The member, after serving one (1) year of the three-year term, may serve as chairperson for one (1) year.

42.3.4 RESPONSIBILITY

The Committee is responsible for establishing all rules and regulations necessary for implementation of this article, subject to approval of the chancellor.

The Committee is responsible for:

42.3.4.1 publishing and complying with all rules and regulations necessary for implementation of this article.

42.3.4.2 requesting and receiving initial proposals.

42.3.4.3 reviewing and requesting modifications or clarification of proposals and compliance reports.

42.3.4.4 transmitting the committee's preliminary recommendations to the presidents.

42.3.4.5 forwarding final recommendations to the chancellor.

42.3.4.6 certifying that the project has been satisfactorily completed and an approved compliance report is on file in personnel services.

42.4 DEFINITIONS

42.4.1 Growth Steps--There shall be four (4) growth steps at Column E or F and two growth steps at column D.

42.4.2 PROPOSAL

The proposal shall describe the purpose of the project, the project objectives, proposed activities, measurement criteria and outcomes and should be clearly written.

42.4.3 PROJECT

A proposal must be the equivalent of eight (8) semester units of academic work from an accredited institution and completed within three (3) years of the date approved effective through 30 June 1989.

Proposals submitted after June 30, 1989, must be the equivalent of five (5) semester units of course work from an accredited institution and the equivalent of three (3) semester units of course work to be selected by the applicant from the District approved list.

42.4.4 UNIT

A semester credit hour of acceptable course work from an accredited institution or forty-eight (48) hours of acceptable alternative course work.

42.4.5 COMPLIANCE REPORT

Documentation of the projected outcomes of the proposal.

42.5 PROJECTS

42.5.1 CRITERIA

42.5.1.1 PROJECT TOPIC

The project must be focused on a central topic which may involve varied activities. The project must produce

an outcome which will benefit the student or the college.

42.5.1.2 DISTRICT REQUIREMENTS

The project must contain at least three semester units from the District's approved list (after June 30, 1989).

42.5.1.3 PROJECT LIMITATIONS

The project must not involve:

(a) duplication of preceding PG&D projects, sabbatical leave projects, column advancement course work, or activities supported through District funding.

(b) activities which are part of the members paid duties and responsibilities (i.e. those tasks which an individual is performing as professional activities.) The activities must be "over and above" the tasks assigned within the performance and operating unit.

(c) activities completed prior to the approval of the project, unless the college president determines such approval would serve the educational needs of the students and the college.

42.5.2 APPROVED ACTIVITIES

42.5.2.1 COURSE WORK

All course work shall be at the upper division or graduate level from an accredited academic institution. Lower division courses may be acceptable as an element of a proposal whose theme purpose is retraining or on the recommendation of their dean. All course work must be completed within the three (3) year period following initiation of a project, and a grade of C or better must be obtained for all credits.

42.5.2.2 CURRICULUM DEVELOPMENT

Curriculum development proposals are eligible for credit when suggested and/or recommended through the Program Review process and benefit the students and college.

Requests to develop curriculum must be accompanied by written recommendation from the member's performance unit, faculty coordinator and dean. Such requests should also be accompanied by a statement from the Curriculum Review Committee that the proposal is in keeping with the committee's guidelines.

42.5.2.3 WORKSHOP PARTICIPATION

A workshop participation activity requires that the proposal contain specific information regarding the subject of the workshop and its relationship to the overall project topic, when and where the workshop will be held, and projected hours of attendance.

42.5.2.4 PROFESSIONAL ORGANIZATIONS

Serving as chairperson of a college committee is worth one (1) unit. A maximum of two (2) units may be earned in this capacity. Serving as an officer of a state or national professional organization is valued at one (1) unit for each year in that capacity. The achievements of the organization of which the individual was a participant must be summarized in the compliance report, and related to the overall project topic.

42.5.2.5 TRAVEL

Travel must produce a measurable outcome that will enhance a member's performance in their discipline.

42.5.2.6 AUTHORSHIP

An article in a referred publication can be valued up to two (2) semester units; and a book can be valued up to five 5) semester units. The committee will determine the unit values on a case-by-case basis. Evidence of publication of the article, or book must be included in the compliance report.

42.5.2.7 CONTRIBUTIONS TO THE ARTS

Significant contributions to the performing and the arts can be valued up to five (5) semester units. The committee will determine the unit values on a case-by-case basis. Evidence of jury, presentation or other professional review must be included in the compliance report.

42.5.2.8 RESEARCH

Research activities must be related to the member's discipline or identified college needs. College research and/or special projects may be proposed by the college administration for professional growth and development units. The college administration will determine the project and the committee will determine the unit value on a case-by-case basis. A list of projects and request for proposals will be circulated to all members as the need arises.

42.5.2.9 WORK EXPERIENCE

Work experience for which there is no compensation may be included as part of a project. Such work experience must be related to the member's discipline.

42.5.2.10 OTHER ACTIVITIES

A project which has a central topic and identifiable outcomes which will benefit students, and the college. The committee will determine the unit value of the project on a case-by-case basis.

42.6 PROCEDURE

42.6.1 APPLICATION AND REVIEW PROCESS

42.6.1.1 Written proposals will be submitted to the committee by February 1 of the year prior to the first placement on Step 12 or subsequent growth increment.

42.6.1.2 The committee may request modification or clarification of proposals, if necessary. All requested modifications must be returned to the committee within fifteen (15) days of the receipt of the notification. All proposals, together with committee recommendations, will be forwarded to the college president for review by April 1.

42.6.1.3 The president will meet and confer with the committee prior to making final decisions.

42.6.1.4 Applicants whose proposals are rejected by the committee may appeal in writing to the president. Such appeals must be received within fifteen (15) days of notification of proposal rejection. Applicants whose proposals are not approved are encouraged to submit new proposals in the following academic year.

42.6.1.5 Decisions of the president may be appealed to the chancellor.

42.6.2 COMPLETION AND COMPLIANCE

42.6.2.1 Projects must be completed within three (3) years of the date approved.

42.6.2.2 Modifications and extensions to the original project due to illness or other extenuating circumstances may be granted by the committee upon the applicant's written request.

42.6.2.3 A written report of compliance which includes evidence of completion shall be submitted to the committee no later than April 1 of the completion year.

42.6.2.4 All compliance reports with the committee's written recommendations, for acceptance, modification, or rejection, shall be forwarded to the president for review by May 1. After the president's review, the committee's final recommendation will be made to the chancellor.

42.6.2.5 Rejections may be appealed in writing within fifteen (15) days of receipt of the rejection notification. Such appeals must be made to the chancellor.

ARTICLE 43

PHASE-IN RETIREMENT

43.1 DEFINITION

To allow a member to reduce his or her workload from full-time to part-time, and receive the service credit the member would receive if the member was employed on a full-time basis. The retirement allowance, as well as any other benefits that the member is entitled to, will be based upon the salary that the member would have received if employed on a full-time basis.

43.2 REQUIREMENTS

A request for part-time employment will be granted if the member meets the requirements subject to the limitation noted:

43.2.1 The option of part-time status when granted continues until the member ceases to be an employee of the District, unless the status is changed by mutual consent of the member and the Governing Board.

43.2.2 The member shall have been employed full time in a position requiring membership in the STRS system for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

43.2.2.1 During the period immediately preceding a request for a reduction in workload, the member shall have been employed full time for a total of at least five (5) years without a break in service. For this purpose, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed.

43.2.3 The member shall have reached the age of 55 prior to reduction in workload.

43.2.4 The period of part-time employment shall not exceed 10 years.

43.2.5 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the member's contract employment during his or her final year of service in a full-time position.

43.3 REQUEST PROCEDURES

The eligible member must submit to personnel services a written request for part-time employment at least 180 calendar days prior to the first duty day on which the part-time status is to be effective. The request should contain:

a. the effective date and duration (must be the first duty day of a semester).

b. the assignment (total load in one semester or reduced load for two (2) semesters).

c. the percentage of contract (minimum of 50% and must be achievable in terms of service load).

43.4 COMPENSATION

43.4.1 The member shall be paid a salary which is the pro rata share of the salary the member would be earning had the part-time election not been made.

43.4.2 The District and member will make contributions toward STRS in the same manner and amount required, had the member been employed full-time.

43.5 APPROVAL

43.5.1 Prior to the reduction of an members's workload under this section, the district, in conjunction with the administrative staff of the State Teachers' Retirement System and the Public Employee's Retirement System, shall verify the eligibility of the applicant for the reduced workload program.

43.5.2 The Governing Board will authorize the initiation of the contract which will set forth the terms and condition of the part-time employment.

43.6 STATE COMPLIANCE

43.6.1 This article is intended to implement Education Code section 87483. The provisions of section 87483 concerning provisions of the article will prevail over this article's provisions.

43.6.2 The provisions or rules of the STRS will prevail over the provisions of this article.

ARTICLE 44

GOLDEN HANDSHAKE
RETIREMENT INCENTIVE

44.1 The District will provide a retirement incentive for those members retiring through June 30, 1990.

44.2 Under this program, the member will receive two additional years of service credit for retirement purposes.

44.3 This program conforms with STRS and Education Code requirements, including analysis of the cost of hiring a replacement for the member. Members should apply or inquire as early as possible in the fiscal year in order to determine eligibility.

44.4 Members who wish to participate must be less than age sixty (60) and must retire before June 30, 1990.

44.5 The member must apply for Golden Handshake by March 1 of the academic year in which they wish to retire to be considered. The deadline may be waived only by the chancellor with approval from the State of California.

44.6 To participate, members must meet the eligibility requirement for service retirement.

A. A maximum of two (2) years service credit is allowed.

B. Additional service credit cannot exceed the period of time intervening between the members effective date of retirement and his/her 60th birthday.

C. Any member who qualifies and retires under this program will forfeit the additional service credit should he/she reenter the system.

D. Credit is added only for the computation of retirement benefits, not for retirement age.

44.7 The retirement incentive (Golden Handshake) will be approved if the total cost of the replacement's fringe benefits, salary, and the District's commitment to STRS is less than the cost of retaining the member, as determined by the District and certified by STRS.

44.8 Should the application for Golden Handshake be denied, the member may consider requesting retirement phase-in under Article 7 of the Agreement between ACE and the District.

ARTICLE 45

FACULTY EMERITUS PROGRAM

45.1 QUALIFICATIONS

The emeritus member shall have retired from the District and have provided at least 10 years of full time service of which the last five (5) years were full time employment and shall be at least 55 years of age. (Leaves would not be considered an interruption in service.)

45.2 APPLICATION

The member shall submit a retirement letter no later than six (6) months prior to the effective date of retirement. The letter shall include a proposal for assignment. (See #6 below.)

45.3 TERM OF AGREEMENT

The District will provide employment subsequent to the retirement date in a specified assignment for a period of three (3) years, and may be renewed after that time on a year to year basis by mutual consent. All terms and conditions of the agreement will be approved by the president and director of personnel services prior to Board ratification.

45.4 STATUS

Participants retain the status of retired employees of the District and all rights and privileges thereof with the exception being the terms and conditions of this program.

45.5 COMPENSATION

Compensation during the three (3) year period will be based on the following:

A. Classroom instruction, counselor, librarian will be 2 X step 8 of part-time hourly.

B. Special projects as arranged.

Total compensation from this program will not exceed the maximum rate for retirees as specified by STRS or shall not exceed an annual 2% increase over the STRS base at the time of retirement.

Compensation beyond the three year term will be individually negotiated.

45.6 WORK ASSIGNMENT

The specific assignment will be determined based on District needs and be approved by the president or designee. Regular or contract members will retain the first right of assignment after which the member in this program will be assigned. (Assignments will be made prior to that of part-time member.)

Assignments may be scheduled during any instructional term (whenever possible at the option of the member).

45.7 CONTINUANCE

Continued participation in the program will be based upon regular attendance and satisfactory performance as defined in the job description (excluding professional activities).

45.8 PROGRAM DURATION

This program will be effective for the 1988-89 and 1989-90 academic years.

45.9 ACE MEMBERSHIP

Terms and conditions between ACE and the District shall not apply and, therefore, emeritus faculty shall not pay ACE membership dues.

ARTICLE 46

GRIEVANCE PROCEDURE

46.1 PURPOSE

To provide an orderly procedure for reviewing and resolving alleged grievances at the lowest possible administrative level.

46.2 DEFINITIONS

46.2.1 GRIEVANCE

A formal written allegation by a member that there has been a specific violation, misinterpretation or misapplication of the provisions of this Agreement.

46.2.2 GRIEVANT

Any member of the unit covered by the terms of this Agreement; or, ACE when an alleged violation of Association Rights Article, or, where no specific member of the unit has been aggrieved.

46.2.3 DAY

Any day on which the District Administrative offices are open to the public for business.

46.2.4 IMMEDIATE SUPERVISOR

First level of management having responsibility for supervision of the grievant who is not within the same bargaining unit as the grievant.

46.3 CONFIDENTIALITY

To encourage fair and timely grievance review, it is agreed that from date of filing until final completion, neither the grievant, ACE nor District shall publically comment upon the grievance or any evidence in its support.

46.4 RELEASE TIME

District shall grant release time from assigned duties, except during class meeting times for the grievant and one (1) ACE representative, should the grievant so desire, for the purpose of meeting with management for resolution. Release time shall not include any release time for investigation or preparation related to the grievance.

46.5 WHO MAY FILE A GRIEVANCE

46.5.1 Any current member of the unit.

46.5.2 Any ACE authorized officer acting on behalf of ACE as a grievant.

46.5.3 Any ACE officer authorized in writing to file a grievance on behalf of a current member.

46.6 WHO MAY REPRESENT A GRIEVANT

46.6.1 An authorized ACE representative.

46.6.2 The grievant.

46.6.3 Grievant representative of his/her own choosing other than an agent of an employee organization other than ACE.

46.7 ADDITIONAL PROVISIONS

46.7.1 No regular/contract member or part-time member may use this procedure in any way to appeal discharge, non-reemployment, or any decision by the Board to not renew his/her contract or employment.

46.7.2 No member shall use this procedure to dispute any action of the Board which complies with State or Federal Laws or Regulations.

46.7.3 No member shall use this procedure to appeal any Board decision if such decision is applicable to or in compliance with a State or Federal Regulatory Commission or Agency.

46.7.4 No member shall use this procedure where a State or Federal law has established an agency with jurisdictional responsibility for resolving such disputes or causes alleged.

46.7.5 Any grievance or alleged grievance occurring prior to the effective date of this Agreement shall not be processed in accordance with this procedure.

46.7.6 Any grievance or alleged grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed in accordance with the terms of this Agreement.

46.8 TIME LIMITS

46.8.1 Within twenty (20) days of the time a member knew or

reasonably should have known of an alleged grievance, the member shall initiate the grievance process.

46.8.2 A grievant who fails to comply with established time limits at any step shall forfeit all rights to further processing relative to the grievance in question.

46.8.3 District failure to respond within established time limits at any step entitles grievant to proceed to the next step of the process.

46.8.4 Steps and time limits may be waived by mutual consent of the parties.

46.9 PROCEDURAL STEPS

46.9.1 INFORMAL DISCUSSION

Within twenty (20) days of the time a member knew or reasonably should have known of an alleged grievance, the member shall attempt to resolve the matter by means of an informal conference with his/her immediate supervisor. The immediate supervisor shall have ten (10) days to resolve or deny the grievance by a written response.

46.9.2 PRESIDENT

46.9.2.1 If the informal discussion has not resolved the grievance to the satisfaction of the grievant, the grievance shall be submitted to personnel services on the "Statement of Grievance" form within ten (10) days after receiving a response by the immediate supervisor.

Refer to Appendix H for grievance forms.

46.9.2.2 The statement shall not be processed if incomplete in any one of the following areas:

a. The specific section(s) allegedly violated.

b. The specific circumstances or action from which the grievance arises.

c. A concise statement as to how the specific section(s) was violated.

d. The remedy sought by grievant.

e. Full grievant identification.

f. Date of discovery of the specific circumstances or action.

g. Date of informal discussion.

46.9.2.3 If the grievance is rejected due to failure to complete the Statement of Grievance, the grievant shall be allowed five (5) days to complete the grievance form for resubmission. If incomplete after resubmission, the grievance will be terminated. If not resubmitted within five (5) days, the grievance will be terminated.

46.9.2.4 The president, designee, or grievant may request a personal conference within the time limits.

46.9.2.5 The president or designee shall submit a written decision to the grievant within ten (10) days of receipt of the Statement of Grievance or conference whichever is later.

46.9.3 CHANCELLOR

46.9.3.1 If the grievance is not resolved at the president level, the grievant may appeal the decision on the "Statement of Grievance Form". The appeal to the chancellor shall be submitted to Personnel Services within ten (10) days of receipt of the written decision.

46.9.3.2 The chancellor, designee, or grievant may request a personal conference within the time limits.

46.9.3.3 The chancellor or designee shall submit a written decision to the grievant within twenty (20) days of receipt of the appeal to the chancellor or designee or conference whichever is later.

46.9.4 LEVEL III GOVERNING BOARD

46.9.4.1 If the grievant is not satisfied with the decision of the chancellor, the grievant may submit a written appeal of the decision to personnel services within ten (10) days of the written decision.

46.9.4.2 The Board shall, at its next regularly scheduled closed session, consider the appeal. The Board or the grievant may request a conference at the next closed session.

46.9.4.3 The Board shall submit in writing its final decision to the grievant within fifteen (15) days of the final closed session.

ARTICLE 47

REPRESENTATION/SERVICE FEE

47.1 MEMBER RIGHTS

47.1.1 The District and ACE recognize the right of members to form, join and participate in lawful activities of member organizations and the equal, alternative right of members to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an member in the exercise of these alternative rights.

47.1.2 Accordingly, membership in ACE shall not be compulsory. A member has the right to choose, either: (1) to become a member of ACE, or, (2) to pay to ACE a fee for representation services; or, (3) to refrain from either of the above courses of action upon the grounds set forth in Section 47.3.3 that follows:

47.2 Unit Members' Obligation to Exclusive Representative

47.2.1 A member employed for a semester or a full school year who does not qualify as an exemption as set forth in Section 47.3.3 below, and who has not voluntarily made application for membership in ACE within thirty (30) days of either the beginning of the fall semester, 1988 (Aug. 30, 1988) or, the date upon which said member has been employed by the District, whichever is later, must, as a condition of employment in the District, pay annually or monthly to ACE a representation/service fee in exchange for representation services necessarily performed by ACE in conformance with its legally imposed duty of fair representation on behalf of said member. A member employed for less than one semester (short term) who does not qualify as an exemption as set forth in Section 47.3.3 below, and who has not voluntarily made application for membership in ACE within two (2) days of the date upon which said member has been employed by the District must as a condition of employment in the District pay the representation/service fee for the time period they are employed.

47.3 DEFINITION OF REPRESENTATION FEE

47.3.1 The representation/service fee to be collected from non-ACE members shall be equal to, but not exceed the periodic dues and general assessments of ACE.

47.3.2 REPRESENTATION/SERVICE FEE SCHEDULE

The District and ACE agree that each member shall pay his/her fair share for representation services. The

District and ACE agree that the representation/service fee schedule set forth constitutes the appropriate determination of the fair share of the representation/service fee for each class of bargaining unit members. Members on voluntary leave without pay, and members who are on laid-off status shall be exempt from these provisions herein except that the election as to membership or payment of a fee as set forth in Section 47.2.1 herein must be exercised within the first ten (10) work days upon return to paid status.

47.3.3 Members Exempted From Obligation to Pay

Any member may be exempted from payment of any representation/service fees to ACE if that person is a member of a religious body whose traditional tenets or teachings include conscientious objections to joining or financially supporting an "employee organization" as defined in Section 3540.1(d) of the Government Code. Members seeking such exemption will be required to submit to ACE and the District a notarized letter signed by an official of the bona fide religion, body or sect certifying that person's membership and the date the membership was initiated. If the exemption is granted, ACE shall notify the member and the District in writing and shall require that as an alternative to payment of a representation/service fee to ACE, the member shall pay an amount equivalent to such representation-service fee to:

a. West Valley-Mission Community College - Scholarship Fund

Scholarships from the "West Valley-Mission Community College - Scholarship Funds" shall be awarded to students of the District on the basis of need and scholastic achievement only. The fund, including earned interest, shall be administered by ACE for this purpose. A list of scholarship endowed accounts to which members may contribute is available in Personnel Services.

47.3.4 As provided in Government Code Section 3546.3, if a member who qualifies under Section 47.3.3 requests the assistance of ACE in using the conciliation and grievance procedure set forth in Article 46, or in representing the member in individual issues related to terms and conditions of employment, ACE may charge the member for the reasonable cost of providing these services.

47.4 PAYMENT METHOD

47.4.1 Any members who are not exempted from payment under Section 47.3.3 above may pay annually at the beginning

of each school year before the end of the first pay period of District employment or reemployment the properly determined representation/service fee directly to ACE; or

47.4.2 As an alternative to the annual payment method, in accordance with Section 47.2.1 of this agreement, a member may voluntarily sign and deliver to the District within thirty (30) days of either the beginning of the fall semester, 1988 or the date said member was employed by the District, a written authorization to deduct the properly established representation/service fee as defined in Section 47.3 above. Upon receipt of a voluntary authorization duly completed and executed, the District will deduct from the pay of members and pay to ACE the normal and regular monthly representation/service fee.

47.4.3 In the event that a member who is not exempted from payment under Section 47.3.3 does not pay annually the representation/service fee directly to ACE pursuant to Section 47.4.1 or does not voluntarily sign and deliver to the District an authorization for monthly payment of the representation/service fee, ACE shall require in writing that the District deduct from the pay of the member and pay ACE the normal and regular monthly representation fee without the approval of the member. In such case, the District shall begin automatic payroll deduction as provided in Education Code Section 87834 for the representation/service fees. There shall be no charge to ACE for such mandatory representation/service fee deductions.

47.4.4 Prior to making such a payroll deduction pursuant to Section 47.4.3, ACE shall certify to the District in writing that the member whose pay is to be affected by the deduction has (1) not joined ACE; (2) not voluntarily tendered the amount of the representation/service fees defined herein; and (3) has not qualified for an exemption under Section 47.3.3 herein. ACE shall also notify the member in writing that due to the member's failure to fulfill any of the above three (3) requirements, ACE has requested the District to begin automatic payroll deduction of the representation/service fee. ACE shall provide the District with a copy of said written notice to the member. Thereafter, the District will begin the automatic deductions.

47.4.5 The District shall immediately notify ACE if any member revokes a payroll deduction form required by this article, or if it has knowledge that a certificated member has failed to comply with this Article.

47.4.6 Upon receipt of notice from the District pursuant to Section 47.4.5 that a member has revoked his or her payroll deduction or if a member has otherwise failed to comply with the requirements of this article, ACE shall notify each member involved that compliance with this article is a condition of continued employment as specified in Government Code Section 3540.1(k)(2) and that, if he or she does not comply, he or she will be dismissed from employment with the District as required by this article. Such notice shall be sent to the member by certified mail with a copy to the director of personnel services.

47.4.7 If any member who has been sent the notice prescribed by Section 47.4.6 does not, within 30 days from the date of the notice, either authorize the deduction of dues, service fees or scholarship contributions, or pay directly to ACE the full amount due for the academic year, ACE may send a written request to the chancellor, with a copy to the member that the member be dismissed. Upon receipt of the request, the District shall commence disciplinary action either to dismiss the member for cause, or, if the member is a part-time temporary member, to terminate the member's reemployment preference, if any, and all associated service credit.

47.4.8 The District is under no obligation to make payroll deductions for periods during which a member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30) days.

47.4.9 Upon the rehiring of any member, or upon the recalling of a member from layoff status, the District will treat such member as a new member.

47.5.0 Hold Harmless and Indemnify Provision

47.5.1 ACE shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District in connection with the administration or enforcement of any section in this Article pertaining to representation/service fee.

47.5.2 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, ACE shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree

whether any such action listed in Section 47.5.1 above shall be compromised, resisted, defended, tried, or appealed.

47.5.3 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District will defer to ACE's interests if the District does not have a distinct and separate legal interest in the disputed matter.

47.5.4 The District shall not be entitled to be reimbursed for any costs for which ACE was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

ARTICLE 48

PART-TIME EMPLOYMENT

48.1 Part-time member's load shall not exceed sixty percent of a full-time assignment. Part-time members are designated by law as temporary employees. Persons teaching under a limited services credential are restricted to a maximum of forty percent of a full-time load during a semester.

1. Part-time assignments will be made available after contract, regular, overload, long-term substitute, and categorically funded assignments have been made.

2. When making part-time assignments, first consideration shall be given to current part-time members based on past history, qualifications, experience and availability. Consideration of current part-time members need not be given for courses outside the employee's discipline or to effectuate an increase in teaching load.

48.2 A part-time member's contract may be amended or canceled under the following conditions:

a. Inadequate class enrollment

b. To fulfill the load requirement of a full time member

c. Budget constraints

d. Unsatisfactory performance

e. Other items reflected on the temporary contract

48.3 If a class is canceled after the beginning of the semester, but prior to the completion of the first class session, the part-time member shall be paid for the entire first class meeting (not to exceed 3 hours). If a class meets more than one time, the part-time member shall be paid for the actual hours the class has met prior to cancellation.

48.4 The decision to replace a part-time member with a regular/contract member to bring the regular/contract member up to a full load shall be made by the dean no later than two (2) weeks after the first scheduled class meeting.

48.5 Part-time members are responsible for keeping office hours at .5 hours per week for each class taught.

ARTICLE 49

PART-TIME
SALARY

49.1 Part-time members shall be paid in accordance with the unit's salary schedule as agreed upon between the Association of Certificated Educators and West Valley-Mission Community College District. Annual adjustments shall be made to the schedule as follows:

1988-89

4.0 % on schedule

1989-90

2.75% on schedule
1.0 % on schedule if COLA is greater than 4.0%
1.0 % on schedule if ADA cap achieved in 1988-89
0.5 % on schedule if District WSCH/FTE goal achieved in 1988-89

1990-91

2.25% on schedule
1.25% on schedule if ADA cap is achieved in 1989-90
1.0 % on schedule if District WSCH/FTE goal achieved in 1989-90
1.0% on schedule if COLA is greater than 4%

This compensation package guarantees increases to the salary schedule which total 12.0% over the life of the contract.

See Appendix A-2 for the part-time salary schedule.

49.2 COACHES STIPEND

Part time head coaches

$750 flat stipend

Part time assistant coaches - football

$750 flat stipend

ARTICLE 50

PART-TIME
FRINGE BENEFITS

50.1 Part-time members may purchase the following benefits on an annual basis:

1. Accidental Death and Dismemberment

2. PMI Dental Plan

3. Retirement (STRS)

50.2 Application for these benefits must be made in the District Personnel Office by October 1st for benefits beginning in the fall semester, and February 1st for the spring semester. The benefits must be paid annually in advance of the total premium deducted in two installations from the individual warrant immediately following application.

ARTICLE 51

PART-TIME CALENDAR

51.1 FLEX CALENDAR

The academic year will be defined as 170 teaching days.

51.2 LATE START CALENDAR

The District will adopt a late start calendar. This late start calendar will be evaluated after one year. If enrollment remains stable, or increases, the late start calendar will be continued for a second year.

At the end of the second year the calendar will again be evaluated and will be subject to negotiation only if enrollment has not increased.

ARTICLE 52

PART-TIME
HOLIDAY

52.1 Classes will not be held on the following unpaid holidays:

Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day

52.2 Specific and actual dates of such holidays shall be observed as shown on the Academic Calendar.

ARTICLE 53

PART-TIME
SICK LEAVE

53.1 Part-time members shall accrue sick leave each semester based on the actual hours worked each week during the regular academic year. Part-time accrued sick leave is forfeited if the member is not employed for a period of three (3) years.

53.2 Sick leave shall be deducted on an hourly basis.

ARTICLE 54

PART-TIME
INDUSTRIAL ACCIDENT/ILLNESS LEAVE

54.1 A part-time member who must be absent from duty because of an accident or illness arising out of the course and scope of employment shall be eligible for industrial accident and illness leave. The injury or illness must be judged by the District's Workers Compensation carrier as qualified for Workers Compensation.

54.2 Allowable leave shall be for 60 days during which school is in session or days when the member would otherwise have been required to perform work for the District.

54.3 When an industrial leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due him or her for the same illness or injury.

54.4 Allowable leave shall not accumulate from year to year.

54.5 Industrial accident or illness leave shall commence on the first day of absence.

54.6 During any month in which the absence occurs, the District will pay the member the portion of the salary due for the month, which when added to the member's temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in payment of full salary.

54.6.1 The member may endorse the temporary disability indemnity check to the District. The District, in turn, will pay the member's full salary.

54.6.2 Regardless of the temporary disability indemnity award, the industrial accident or illness leave shall be reduced by one day for each day of authorized absence.

54.6.3 The phrase "full salary" shall be computed so that it shall not be less than the member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code.

54.7 Upon expiration of the sixty days of industrial accident or illness leave, a member may elect to take sick leave. Any member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

ARTICLE 55

PART-TIME PARKING

55.1 The District shall furnish, for the duration of this contract, a District-paid parking permit for members within the faculty/staff designated lots or spaces, including, permit parking in lots or spaces designated as handicapped zones.

ARTICLE 56

PART-TIME
SAFETY

56.1 Safety is the joint responsibility of the District and the faculty.

56.2 The District shall make all efforts to conform to, and comply with, all safety, health and sanitation requirements of the California Occupational Safety and Health Act (CAL-OSHA).

56.3 Each member shall immediately report, in writing, any alleged unsafe condition in his/her working environment, upon discovery, to his/her immediate supervisor.

56.4 No member shall be assigned to work under conditions which immediately endanger his/her or others safety or health.

56.5 In the event of actual threat to the safety to the members or others, the member shall immediately evacuate the classroom or building and report the event to the appropriate dean who will give directions as to the procedure to be followed.

56.6 Upon notice and evidence of an unsafe condition, the District shall take prompt action to correct the condition and make all reasonable efforts to warn all members of the unsafe, condition while corrective action occurs.

ARTICLE 57

PART-TIME
PERFORMANCE APPRAISAL

57.1 FREQUENCY OF APPRAISALS

Part-time members shall be evaluated during their first semester and every fourth semester taught thereafter.

57.2 TEAM MEMBERSHIP

The appraisal team will consist of the faculty coordinator or designee within the faculty member's discipline or related discipline. The faculty coordinator may request one additional faculty member to serve on the team.

57.3 PRE- AND POST- APPRAISAL CONFERENCE

The appraisal team leader will conduct both conferences. The team leader will summarize other information such as commendations, recordkeeping documents, attendance, course syllabi and drop/retention rates.

57.4 OBSERVATIONS

A member of the appraisal team will conduct at least one observation during each appraisal semester.

57.5 STUDENT SURVEYS

Student surveys will be conducted for each class section. If the appraisee's primary job function is not teaching, other appropriate observations will be conducted.

57.6 OUTCOME

At the post appraisal conference, the team leader will also inform the appraisee of their status.

57.7 GRIEVABILITY

Only compliance with the performance appraisal process is grievable. Outcomes or results of this article are not grievable.

ARTICLE 58

PART-TIME
PERSONNEL FILES

58.1 Official personnel files are maintained by the District. Part-time members have the right to examine their files.

58.2 After resignation or dismissal, the District shall retain only those records required by law.

ARTICLE 59

PART-TIME
REPRESENTATION/SERVICE FEE

59.1 MEMBER RIGHTS

59.1.1 The District and ACE recognize the right of members to form, join and participate in lawful activities of member organizations and the equal, alternative right of members to refuse to form, join and participate in employee organizations. Neither party shall discriminate against a member in the exercise of these alternative rights.

59.1.2 Accordingly, membership in ACE shall not be compulsory. A member has the right to choose, either: (1) to become a member of ACE, or, (2) to pay to ACE a fee for representation services; or, (3) to refrain from either of the above courses of action upon the grounds set forth in Section 59.3.3 that follows:

59.2 MEMBERS' OBLIGATION TO EXCLUSIVE REPRESENTATIVE

59.2.1 A member employed for a semester or a full school year who does not qualify as an exemption as set forth in Section 59.3.3 below, and who has not voluntarily made application for membership in ACE within thirty (30) days of either the beginning of the fall semester, 1988 (Aug. 30, 1988) or, the date upon which said member has been employed by the District, whichever is later, must, as a condition of employment in the District, pay annually or monthly to ACE a representation/service fee in exchange for representation services necessarily performed by ACE in conformance with its legally imposed duty of fair representation on behalf of said member. A member employed for less than one semester (short term) who does not qualify as an exemption as set forth in Section 59.3.3 below, and who has not voluntarily made application for membership in ACE within two (2) days of the date upon which said member has been employed by the District must as a condition of employment in the District pay the representation/service fee for the time period they are employed.

59.3 DEFINITION OF REPRESENTATION FEE

59.3.1 The representation/service fee to be collected from non-ACE members shall be equal to, but not exceed the periodic dues and general assessments of ACE.

59.3.2 REPRESENTATION/SERVICE FEE SCHEDULE

The District and ACE agree that each member shall pay his/her fair share for representation services. The District and ACE agree that the representation/service fee schedule set forth constitutes the appropriate determination of the fair share of the representation/service fee for each class of bargaining members. Members on voluntary leave without pay, and members who are on laid-off status shall be exempt from these provisions herein except that the election as to membership or payment of a fee as set forth in Section 59.2.1 herein must be exercised within the first ten (10) work days upon return to paid status.

59.3.3 MEMBERS EXEMPTED FORM OBLIGATION TO PAY

Any member may be exempted from payment of any representation/service fees to ACE if that person is a member of a religious body whose traditional tenets or teachings include conscientious objections to joining or financially supporting an "employee organization" as defined in Section 3540.1(d) of the Government Code. Members seeking such exemption will be required to submit to ACE and the District a notarized letter signed by an official of the bona fide religion, body or sect certifying that person's membership and the date the membership was initiated. If the exemption is granted, ACE shall notify the member and the District in writing and shall require that as an alternative to payment of a representation/service fee to ACE, the member shall pay an amount equivalent to such representation-service fee to:

a. West Valley-Mission Community College - Scholarship Fund

   Scholarships from the "West Valley-Mission Community College - Scholarship Funds" shall be awarded to students of the District on the basis of need and scholastic achievement only. The fund, including earned interest, shall be administered by ACE for this purpose. A list of scholarship endowed accounts to which members may contribute is available in personnel services.

59.3.4 As provided in Government Code Section 3546.3, if a member who qualifies under Section 59.3.3 requests the assistance of ACE in using the conciliation and grievance procedure, or in representing the member in individual issues related to terms and conditions of employment, ACE may charge the member for the reasonable cost of providing these services.

59.4 PAYMENT METHOD

59.4.1 Any members who are not exempted from payment under Section 59.3.3.

59.4.2 As a condition of employment, the member will authorize payroll deduction for the established representation/service fee.

59.4.3 Payroll dues deduction will automatically be reinstated upon the rehire of any part-time member.

59.5 HOLD HARMLESS AND INDEMNIFY PROVISION

ACE shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District in connection with the administration or enforcement of any section in this Article pertaining to representation/service fee.

59.5.1 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, ACE shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed in Section 59.5 above shall be compromised, resisted, defended, tried, or appealed.

59.5.2 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District will defer to ACE's interests if the District does not have a distinct and separate legal interest in the disputed matter.

59.5.3 The District shall not be entitled to be reimbursed for any costs for which ACE was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

ARTICLE 60

PART-TIME
GRIEVANCE PROCEDURE

60.1 PURPOSE

To provide an orderly procedure for reviewing and resolving alleged grievances at the lowest possible administrative level.

60.2 DEFINITIONS

60.2.1 GRIEVANCE

A formal written allegation by a member that there has been a specific violation, misinterpretation or misapplication of the provisions of this Agreeement.

60.2.2 GRIEVANT

Any member covered by the terms of this Agreement; or, ACE when an alleged violation of Association Rights Article, or, where no specific member has been aggrieved.

60.2.3 DAY

Any day on which the District Administrative offices are open to the public for business.

60.2.4 IMMEDIATE SUPERVISOR

First level of management having responsibility for supervision of the grievant who is not within the same bargaining unit as the grievant.

60.3 CONFIDENTIALITY

To encourage fair and timely grievance review, it is agreed that from date of filing until final completion, neither the grievant, ACE nor District shall publically comment upon the grievance or any evidence in its support.

60.4 RELEASE TIME

District shall grant release time from assigned duties, except during class meeting times for the grievant and one (1) ACE representative, should the grievant so desire, for the purpose of meeting with management for resolution. Release time shall not include any release time for investigation or preparation related to the grievance.

60.5 WHO MAY FILE A GRIEVANCE

60.5.1 Any current member.

60.5.2 Any ACE authorized officer acting on behalf of ACE as a grievant.

60.5.3 Any ACE officer authorized in writing to file a grievance on behalf of a current member.

60.6 WHO MAY REPRESENT A GRIEVANT

60.6.1 An authorized ACE representative.

60.6.2 The grievant.

60.6.3 Grievant representative of his/her own choosing other than an agent of an employee organization other than ACE.

60.7 ADDITIONAL PROVISIONS

60.7.1 No regular/contract member or part-time member may use this procedure in any way to appeal discharge, non-reemployment, or any decision by the Board to not renew his/her contract or employment.

60.7.2 No member shall use this procedure to dispute any action of the Board which complies with State or Federal Laws or Regulations.

60.7.3 No member shall use this procedure to appeal any Board decision if such decision is applicable to or in compliance with a State or Federal Regulatory Commission or Agency.

60.7.4 No member shall use this procedure where a State or Federal Law has established an Agency with jurisdictional responsibility for resolving such disputes or causes alleged.

60.7.5 Any grievance or alleged grievance occurring prior to the effective date of this Agreement shall not be processed in accordance with this procedure.

60.7.6 Any grievance or alleged grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed in accordance with the terms of this Agreement.

60.8 TIME LIMITS

60.8.1 Within twenty (20) days of the time a member knew or reasonably should have known of an alleged grievance,

the member shall initiate the grievance process.

60.8.2 A grievant who fails to comply with established time limits at any step shall forfeit all rights to further processing relative to the grievance in question.

60.8.3 District failure to respond within established time limits at any step entitles grievant to proceed to the next step of the process.

60.8.4 Steps and time limits may be waived by mutual consent of the parties.

60.9 PROCEDURAL STEPS

60.9.1 INFORMAL DISCUSSION

Within twenty (20) days of the time a member knew or reasonably should have known of an alleged grievance, the member shall attempt to resolve the matter by means of an informal conference with his/her immediate supervisor. The immediate supervisor shall have ten (10) days to resolve or deny the grievance by a written response.

60.9.2 PRESIDENT

60.9.2.1 If the informal discussion has not resolved the grievance to the satisfaction of the grievant, the grievance shall be submitted to personnel services on the "Statement of Grievance" form within ten (10) days after receiving a response by the immediate supervisor.

60.9.2.2 The statement shall not be processed if incomplete in any one of the following areas:

a. The specific section(s) allegedly violated.

b. The specific circumstances or action from which the grievance arises.

c. A concise statement as to how the specific section(s) was violated.

d. The remedy sought by grievant.

e. Full grievant identification.

f. Date of discovery of the specific circumstances or action.

g. Date of informal discussion.

60.9.2.3 If the grievance is rejected due to failure to complete the Statement of Grievance, the grievant shall be allowed five (5) days to complete the grievance form for resubmission. If incomplete after resubmission, the grievance will be terminated. If not resubmitted within five (5) days, the grievance will be terminated.

60.9.2.4 The president, designee, or grievant may request a personal conference within the time limits.

60.9.2.5 The president or designee shall submit a written decision to the grievant within ten (10) days of receipt of the Statement of Grievance or conference whichever is later.

60.9.3 CHANCELLOR

60.9.3.1 If the grievance is not resolved at the president level, the grievant may appeal the decision on the "Statement of Grievance Form". The appeal to the chancellor shall be submitted to Personnel Services within ten (10) days of receipt of the written decision.

60.9.3.2 The chancellor, designee, or grievant may request a personal conference within the time limits.

60.9.3.3 The chancellor or designee shall submit a written decision to the grievant within twenty (20) days of receipt of the appeal to the chancellor or designee or conference whichever is later.

60.9.4 LEVEL III GOVERNING BOARD

60.9.4.1 If the grievant is not satisfied with the decision of the chancellor, the grievant may submit a written appeal of the decision to personnel services within ten (10) days of the written decision.

60.9.4.2 The Board shall, at its next regularly scheduled closed session, consider the appeal. The Board or the grievant may request a conference at the next closed session.

60.9.4.3 The Board shall submit in writing its final decision to the grievant within fifteen (15) days of the final closed session.

ARTICLE 61

DURATION

61.1 The duration of the tentative agreement is three (3) years (July 1, 1988 through June 30, 1991).

There will be no reopeners unless specified within this contract.

APPENDIX A-1

ADOPTED June 23, 1988
EFFECTIVE July 1, 1988

Office of Personnel Services
WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue
Saratoga, CA 95070

1988-89 CERTIFICATED SALARY SCHEDULE

STEP	Class A	Class B	Class C	Class D	Class E	Class F
1	27,024	28,037	29,089	30,180	31,311	31,937
2	27,970	29,019	30,107	31,236	32,407	33,055
3	28,948	30,035	31,160	32,329	33,542	34,212
4	29,961	31,087	32,251	33,461	34,716	35,409
5	31,010	32,174	33,380	34,632	35,931	36,649
6	32,095	33,301	34,548	35,845	37,188	37,931
7		34,467	35,757	37,099	38,490	39,259
8		35,673	37,008	38,398	39,837	40,633
9		36,922	38,303	39,742	41,232	42,054
10		38,215	39,644	41,132	42,675	43,526
11		39,552	41,031	42,571	44,169	45,050
12		40,936	42,467	44,062	45,714	46,626
15				45,604	47,314	48,258
18				47,200	48,969	49,947
21					50,683	51,695
24					52,458	53,505

Refer to the certificated salary guidelines.

APPENDIX A-2

Adopted: June 23, 1988
Effective: June 20, 1988

Office of Personnel Services
WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue
Saratoga, California

1988-89 HOURLY CERTIFICATED SALARY SCHEDULE

Step	Class A Lecture	Class B Laboratory	Class C Counselor	Class D Librarian
1	$30.14	$27.71	$27.71	$25.54
2	31.28	28.61	28.61	25.85
3	32.56	29.12	29.12	27.07
4	33.97	29.87	29.87	27.96
5	34.86	30.64	30.64	28.98
6	36.64	31.28	31.28	29.87
7	37.78	32.04	32.04	30.64
8	38.94	32.81	32.81	31.41

Note: Includes Summer Session, 6-20-88.

APPENDIX A-3

Office of Personnel Services

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

14000 Fruitvale Avenue
Saratoga, CA 95070

1988-89 CERTIFICATED SPECIALIST SALARY SCHEDULE

	Level 1
Hourly	$20.00

Definition

The duties of the certificated specialist will consist of assignments that do not exceed 22.5 hours per week (60% of a full load). These duties require certificated personnel to insure compliance with California Education Code.

Part-time hourly personnel employed as certificated specialist will be paid on an hourly basis.

NOTE:

This provision will become effective Spring 1989.

APPENDIX A-4

Adopted June 23, 1988
Effective July 1, 1988

Office of Personnel Services

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

14000 Fruitvale Avenue
Saratoga, CA 95070

1988-89 EVENING AND WEEKEND SUPERVISOR SALARY SCHEDULE

	Level 1	Level 2
Hourly	$20.00	$25.00

Definition

Level 1 Evening/weekend supervisor

Level 2 Weekend supervisor when enrollment exceeds 1500 students

Salary Placement:

Part-time hourly personnel employed as evening and weekend supervisors are paid on an hourly basis.

APPENDIX A-5

ADOPTED June 23, 1988
EFFECTIVE July 1, 1988

Office of Personnel Services

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue
Saratoga, CA 95070

1988-89 CHILDREN'S CENTER INSTRUCTOR SALARY SCHEDULE

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
CLASS A	19,315	20,280	21,292	22,359	23,477	24,651
CLASS B	20,860	21,902	22,998	24,147	25,353	26,621

Credential Requirement: A credential authorizing teaching service in elementary schools plus a regular child care in development permit, authorizing supervision and instruction children or supervision of a child care development program.

Class Placement:

Class A - Bachelor's degree with credential and permit.

Class B - Master's degree with credential and permit.

* The standard rate of pay for employees substituting a Children's Center instructors shall be the hourly daily rate equivalent of Step 1 of the appropriate class.

* Class A - daily $110.36
hourly 14.72

* Class B - daily $119.18
hourly 15.89

APPENDIX B-1

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

CERTIFICATED SALARY GUIDELINES

All regular and contract faculty shall be compensated in accordance with the Certificated Salary Schedule.

I. INITIAL SALARY PLACEMENT

A. Initial salary schedule placement will be determined by the individual's educational attainment, teaching experience and occupational experience (see attached schedule). Credit for experience will be determined by the Director of Personnel Services/Employee Relations.

1. Earned degrees or units for initial salary placement must be from accredited institutions of higher education.

2. "Accredited institution of higher education" is defined as an institution of higher education in the United States, its territories, and the District of Columbia, accredited by a United States regional accreditating association.

B. Prior experience will determine placement on the salary schedule. Initial salary placement will not exceed step 7. Exceptions may be granted upon recommendation of the Director of Personnel Services/Employee Relations and approval of the Chancellor. All experience shall be verified by official documents or statements from employers before experience credit is granted.

1. Full time teaching experience credit will be granted on a year-for-year basis. To receive credit for a full year of teaching experience, a faculty member must have been employed:

a. On full time status for 75% of the academic year.

b. For a full year at 100% under contract.

2. Part-time teaching experience credit will be granted at the rate of one step for each two years experience.

a. Credit for part time experience will be calculated on the basis of the District's 2.0 load system.

b. Credit for part-time teaching experience will be determined as follows:

1) Individuals must have taught within the past 5 years.

2) Quarters, semesters or academic years must have been completed.

3) Individuals applying for credit are responsible for presentation of official verification of part-time experience which will include the name of the institutions and the units, hours and subjects taught.

3. Occupational experience directly related to the teaching assignment will be credited at the rate of one step for each two years (24 months) of experience.

   a. Part-time related experience will be converted to a 40 hour work week and must total a full year to be considered for credit.

   b. Job titles such as acting instructor, graduate assistant, teaching associate will be considered as occupational experience only.

   c. Any years of occupational experience beyond that required for the credential may be applied either to column or step placement.

4. Occupational experience directly related to counselors, librarians, and other faculty assignments will be credited on the basis of:

   a. previous full time related public school or college experience.

   b. other related library or counseling experience at the rate of one step for each two years (24 months) of experience.

   c. part-time related experience converted to a 40 hour work week. This must total a full year to qualify.

   d. any years of occupational experience beyond that required for the credential may be applied either to column or step placement.

II. STEP ADVANCEMENT

A. Faculty will be advanced one step on the salary schedule for each year of service until the maximum step is reached or the member is eligible for Professional Growth and Development.

Pay adjustment will be granted the first day of the month following the month in which the member was employed.

B. Professional Growth and Development step advancements shall be granted in accordance with the provisions of the collective bargaining agreement.

C. The project must not involve substantial duplication of activities from preceding PG&D projects and sabbatical leaves.

III. COLUMN ADVANCEMENT

A. Column advancement shall be granted once each year during the fall semester. Advancement shall be made to the lateral step of the next column.

1. Column advancement applications shall be submitted by the faculty member in writing to Personnel Services by March 15 for the following academic year.

   All degrees or earned course work submitted for column advancement must have been concluded on or before August 30th.

2. Transcripts of credit must be on file in Personnel Services by October 1st. An extension of this deadline may be granted for just cause under special circumstances.

3. All units offered for credit toward column advancement must be graduate units unless approved by the appropriate dean prior to enrollment in the course.

4. Course work including continuing education (hours and content) must be consistent with educational standards.

   a. Continuing education units (CEUs) will be converted as follows:

      1) 1 CEU = On a quarter basis, 32 hours of instruction equals 1 CEU.

      2) 1 CEU = On a semester basis, 48 hours of instruction equals 1 CEU.

   b. Quarter units shall be converted to semester units at a 3 to 2 ratio.

B. The project must not involve substantial duplication of activities from preceding PG&D projects and sabbatical

leaves.

IV. METHOD OF PAYMENT

A. Amounts shown on the Certificated Salary Schedule are annual salaries to be paid at the rate of 1/10 monthly rate for ten months.

1. Pay dates shall be the last working day of each month.

2. Positions designated as eleven or twelve month assignments shall be compensated at the rate of 1/10 of the annual salary for 10 month assignments. Each additional month worked beyond 10 months shall be compensated at 1/10 of the annual salary.

V. TEMPORARY, SUBSTITUTE AND OVERLOAD ASSIGNMENTS

A. Temporary, substitute and overload services performed by certificated faculty shall be paid on the hourly Certificated Salary Schedule appropriate to the assignment.

B. Regular or contract faculty members shall initially be placed on the step of the Hourly Certificated Salary Schedule which corresponds to their regular step placement on the Certificated Salary Schedule up to the maximum eighth step. The member shall advance annually when carrying an overload assignment.

C. When a faculty member's previous part-time step with the District exceeds his/her full time salary placement, the hourly salary placement shall remain in effect for the overload, temporary or substitute assignments.

APPENDIX B-2

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

HOURLY CERTIFICATED SALARY GUIDELINES

All part-time faculty shall be compensated in accordance with the Hourly Certificated Salary Schedule.

I. INITIAL SALARY PLACEMENT

A. Initial salary placement shall not result in placement beyond step 3.

1. Placement on the Hourly Certificated Salary Schedule will be as follows:

Step 1 - One (1) year or less (full-time certificated or equivalent) experience

Step 2 - More than one year but less than 3 years (full-time certificated or equivalent) experience

Step 3 - Three (3) years or more (full-time certificated or equivalent) experience

B. Experience credit will be determined as follows:

1. Individual must have taught within the past 5 years.

2. Credit for full time work experience related to the teaching assignment will be granted at the rate of one step for each two years (24 months) of experience.

3. Credit for full-time certificated experience will be granted at the rate of one step for each year of experience.

4. Part time teaching experience credit will be granted at the rate of one step for each two years experience.

a. Credit for part time experience will be calculated on the basis of the District's 2.0 load system.

b. An individual applying for credit for part-time experience is responsible for presentation of official verification of part-time experience which will include the name of the institutions and the units, hours and subjects taught.

II. SERVICE PLACEMENT

A. Service increment advancement for faculty paid on the Hourly Certificated Salary Schedule shall be as follows:

1. Hourly faculty shall advance on the salary schedule after completing a load factor of .80. Load for advancement must be completed by the last day of the spring semester to be effective for the following fall semester or the last day of the fall semester to be effective for the following spring semester. Maximum advancement will be one step per year.

2. Substitute teaching does not count toward the accumulation of load for salary advancement.

3. Pay dates shall be the 10th day of each month.

APPENDIX B-3

COLUMN PLACEMENT

Column A	
Required credential and experience	
*AA Degree plus required credential and experience.	
Column B	
*Bachelor Degree plus required credential and experience.	Master's Degree
Column C	
*Bachelor Degree plus 30 units	Master's Degree 45 units beyond the Bachelor's.
Column D	
*Bachelor Degree plus 45 units.	Master's Degree 60 units beyond the Bachelor's.
Column E	
	Master's Degree 75 units beyond the Bachelor's.
Column F	
	Doctorate

Effective July 1, 1988

*Certification by the state with less than a Master's Degree requires work experience. Type and amount of work experience varies depending upon the credential.

May 6, 1988

APPENDIX C

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
1988-89 ACADEMIC CALENDAR

JUNE 1988

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

□ First Day of Instruction 6-Wk Summer Session and First 4-Wk Summer Session

JULY 1988

				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

□ First Day of Instruction Second 4-Wk Summer Session

⬭ Last Day of Instruction First 4-Wk Summer Session

⬭ Last Day of Instruction 6-Wk Summer Session

AUGUST 1988

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

1 work day

⬭ Last Day of Instruction Second 4-Wk Summer Session and All 8-Wk Classes

◇ New Faculty Dev. Day
△ All Faculty Dev. Day

SEPTEMBER 1988

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

21 work days

○ Labor Day Holiday
□ First Day of Instruction
⬡ First Census Day

OCTOBER 1988

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

21 work days

NOVEMBER 1988

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

19 work days

⬡ Second Census Day
○ Veterans Day Holiday
○ Thanksgiving Day Holidays

DECEMBER 1988

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

12 work days

⁄ Winter Break
○ Christmas Holiday

JANUARY 1989

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

14 work days

○ New Years Holiday
○ Martin Luther King Day
✕ Finals Days
⁄ Semester Break

FEBRUARY 1989

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

15 work days

△ Faculty Dev. Days
□ First Day of Instrucdon
○ Presidents Holidays
⬡ First Census Day

MARCH 1989

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

23 work days

APRIL 1989

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

15 work days

⁄ Spring Break
⬡ Second Census Day

MAY 1989

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

22 work days

○ Memorial Day Holiday

JUNE 1989

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

12 work days

✕ Finals Days
15 MC Commencement
16 WVC Commencement

TOTAL WORK DAYS

Fall	88
Spring	87
Total	175

1988-89 ACADEMIC CALENDAR

Summer Session

June 20	Instruction Begins 6-week Session First 4-week Session All 8-week Classes
July 15	First 4-week Session Ends
July 18	Second 4-week Session Begins
July 29	6-week Session Ends
August 12	Second 4-week Session Ends All 8-week classes End

Saturday Holidays

November 26	Thanksgiving
April 15	Spring Break

Fall Semester

August 30	New Contract Faculty Development Day
August 31, September 1-2	Faculty Development Days
September 5	Labor Day Holiday
September 6	First Day of Instruction
September 23	Last Day to Add Classes
September 26	FIRST CENSUS DAY
November 11	Veterans Day Holiday
November 14	SECOND CENSUS DAY
November 24-25	Thanksgiving Holidays
December 9	Last Day to Drop Classes
Dec. 19 - Jan. 2	Winter Break
January 16	Martin Luther King Day
January 17-23	Final Exam Period
January 26 4 p.m.	ALL GRADES DUE

Spring Semester

February 6-7	Faculty Development Days
February 8	First Day of Instruction
February 10	Lincoln Day Holiday
February 20	Washington Day Holiday
February 24	Last Day to Add Classes
February 27	FIRST CENSUS DAY
April 10-14	Spring Break
April 24	SECOND CENSUS DAY
May 19	Last Day to Drop Classes
May 29	Memorial Day Holiday
June 12-16	Final Exam Period
June 15	MC Graduation
June 16	WVC Graduation

APPENDIX D

HOURS SCHEDULED PER WEEK (INCLUDING OFFICE HOURS)

HOURS ABSENT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
1	5.0	2.5	1.7	1.3	1.0	0.8	0.7	0.6	0.6	0.5	0.5	0.4	0.4	0.4	0.3	0.3	0.3	0.3	0.3
2		5.0	3.3	2.5	2.0	1.7	1.4	1.3	1.1	1.0	0.9	0.8	0.8	0.7	0.7	0.6	0.6	0.6	0.5
3			5.0	3.8	3.0	2.5	2.1	1.9	1.7	1.5	1.4	1.3	1.2	1.1	1.0	0.9	0.9	0.8	0.8
4				5.0	4.0	3.3	2.9	2.5	2.2	2.0	1.8	1.7	1.5	1.4	1.3	1.3	1.2	1.1	1.1
5					5.0	4.2	3.6	3.1	2.8	2.5	2.3	2.1	1.9	1.8	1.7	1.6	1.5	1.4	1.3
6						5.0	4.3	3.8	3.3	3.0	2.7	2.5	2.3	2.1	2.0	1.9	1.8	1.7	1.6
7							5.0	4.4	3.9	3.5	3.2	2.9	2.7	2.5	2.3	2.2	2.1	1.9	1.8
8								5.0	4.4	4.0	3.6	3.3	3.1	2.9	2.7	2.5	2.4	2.2	2.1
9									5.0	4.5	4.1	3.8	3.5	3.2	3.0	2.8	2.6	2.5	2.4
10										5.0	4.5	4.2	3.8	3.6	3.3	3.1	2.9	2.8	2.6
11											5.0	4.6	4.2	3.9	3.7	3.4	3.2	3.1	2.9
12												5.0	4.6	4.3	4.0	3.8	3.5	3.3	3.2
13													5.0	4.6	4.3	4.1	3.8	3.6	3.4
14														5.0	4.7	4.4	4.1	3.9	3.7
15															5.0	4.7	4.4	4.2	3.9
16																5.0	4.7	4.4	4.2
17																	5.0	4.7	4.5
18																		5.0	4.7
19																			5.0
20																			
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33																			
34																			
35																			
36																			
37																			
37.5																			

DAYS CHARGED
AGAINST ACCRUED SICK LEAVE

HOURS SCHEDULED PER WEEK (INCLUDING OFFICE HOURS)

20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	37.5
0.3	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.1	0.1	0.1	0.1	0.1
0.5	0.5	0.5	0.4	0.4	0.4	0.4	0.4	0.4	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
0.8	0.7	0.7	0.7	0.6	0.6	0.6	0.6	0.5	0.5	0.5	0.5	0.5	0.5	0.4	0.4	0.4	0.4	0.4
1.0	1.0	0.9	0.9	0.8	0.8	0.8	0.7	0.7	0.7	0.7	0.6	0.6	0.6	0.6	0.6	0.6	0.5	0.5
1.3	1.2	1.1	1.1	1.0	1.0	1.0	0.9	0.9	0.9	0.8	0.8	0.8	0.8	0.7	0.7	0.7	0.7	0.7
1.5	1.4	1.4	1.3	1.3	1.2	1.2	1.1	1.1	1.0	1.0	1.0	0.9	0.9	0.9	0.9	0.8	0.8	0.8
1.8	1.7	1.6	1.5	1.5	1.4	1.3	1.3	1.3	1.2	1.2	1.1	1.1	1.1	1.0	1.0	1.0	0.9	0.9
2.0	1.9	1.8	1.7	1.7	1.6	1.5	1.5	1.4	1.4	1.3	1.3	1.3	1.2	1.2	1.1	1.1	1.1	1.1
2.3	2.1	2.0	2.0	1.9	1.8	1.7	1.7	1.6	1.6	1.5	1.5	1.4	1.4	1.3	1.3	1.3	1.2	1.2
2.5	2.4	2.3	2.2	2.1	2.0	1.9	1.9	1.8	1.7	1.7	1.6	1.6	1.5	1.5	1.4	1.4	1.4	1.3
2.8	2.6	2.5	2.4	2.3	2.2	2.1	2.0	2.0	1.9	1.8	1.8	1.7	1.7	1.6	1.6	1.5	1.5	1.5
3.0	2.9	2.7	2.6	2.5	2.4	2.3	2.2	2.1	2.1	2.0	1.9	1.9	1.8	1.8	1.7	1.7	1.6	1.6
3.3	3.1	3.0	2.8	2.7	2.6	2.5	2.4	2.3	2.2	2.2	2.1	2.0	2.0	1.9	1.9	1.8	1.8	1.7
3.5	3.3	3.2	3.0	2.9	2.8	2.7	2.6	2.5	2.4	2.3	2.3	2.2	2.1	2.1	2.0	1.9	1.9	1.9
3.8	3.6	3.4	3.3	3.1	3.0	2.9	2.8	2.7	2.6	2.5	2.4	2.3	2.3	2.2	2.1	2.1	2.0	2.0
4.0	3.8	3.6	3.5	3.3	3.2	3.1	3.0	2.9	2.8	2.7	2.6	2.5	2.4	2.4	2.3	2.2	2.2	2.1
4.3	4.0	3.9	3.7	3.5	3.4	3.3	3.1	3.0	2.9	2.8	2.7	2.7	2.6	2.5	2.4	2.4	2.3	2.3
4.5	4.3	4.1	3.9	3.8	3.6	3.5	3.3	3.2	3.1	3.0	2.9	2.8	2.7	2.6	2.6	2.5	2.4	2.4
4.8	4.5	4.3	4.1	4.0	3.8	3.7	3.5	3.4	3.3	3.2	3.1	3.0	2.9	2.8	2.7	2.6	2.6	2.5
5.0	4.8	4.5	4.3	4.2	4.0	3.8	3.7	3.6	3.4	3.3	3.2	3.1	3.0	2.9	2.9	2.8	2.7	2.7
	5.0	4.8	4.6	4.4	4.2	4.0	3.9	3.8	3.6	3.5	3.4	3.3	3.2	3.1	3.0	2.9	2.8	2.8
		5.0	4.8	4.6	4.4	4.2	4.1	3.9	3.8	3.7	3.5	3.4	3.3	3.2	3.1	3.1	3.0	2.9
			5.0	4.8	4.6	4.4	4.3	4.1	4.0	3.8	3.7	3.6	3.5	3.4	3.3	3.2	3.1	3.1
				5.0	4.8	4.6	4.4	4.3	4.1	4.0	3.9	3.8	3.6	3.5	3.4	3.3	3.2	3.2
					5.0	4.8	4.6	4.5	4.3	4.2	4.0	3.9	3.8	3.7	3.6	3.5	3.4	3.3
						5.0	4.8	4.6	4.5	4.3	4.2	4.1	3.9	3.8	3.7	3.6	3.5	3.5
							5.0	4.8	4.7	4.5	4.4	4.2	4.1	4.0	3.9	3.8	3.6	3.6
								5.0	4.8	4.7	4.5	4.4	4.2	4.1	4.0	3.9	3.8	3.7
			DAYS CHARGED						5.0	4.8	4.7	4.5	4.4	4.3	4.1	4.0	3.9	3.9
			AGAINST ACCRUED SICK LEAVE							5.0	4.8	4.7	4.5	4.4	4.3	4.2	4.1	4.0
											5.0	4.8	4.7	4.6	4.4	4.3	4.2	4.1
												5.0	4.8	4.7	4.6	4.4	4.3	4.3
													5.0	4.9	4.7	4.6	4.5	4.4
														5.0	4.9	4.7	4.6	4.5
															5.0	4.9	4.7	4.7
																5.0	4.9	4.8
																	5.0	4.9
																		5.0

APPENDIX E-1

District/ACE Retirement Incentive Task Force

The District/ACE Retirement Incentive Task Force will analyze the potential costs and benefits of an early retirement cash bonus incentive plan. The committee will make its recommendation by December 31, 1989. The cost of any proposed plan will be no greater than the projected salary and benefit savings to be realized by employee retirements.

The District will continue to provide free annual pre-retirement planning seminars. Professional retirement planning consultants will be employed.

APPENDIX E-2

ASSOCIATION OF CERTIFICATED EDUCATORS
AND
WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

LETTER OF UNDERSTANDING

As a result of the delay in implementing the operating unit concept, the District and ACE agree to delay the review process by one semester. The new schedule for the review process will be as follows:

1. Review the goals of the operating unit concept. (December 1988)

2. Review the effectiveness of the operating unit concept and develop recommendations for change, the continuation, modification or elimination of these provisions. (June 1989)

These reviews will be conducted under the direction of the ACE/District negotiation teams as signed below.

The District will review the recommendations and determine the necessity to modifiy or eliminate specific provisions of the contract related to operating units. (December 1989)

If it is determined that the operating unit planning system is not working as defined in the contract, and if the District decides to dissolve the operating unit planning system, the District has the right to reinstate from the 1985-88 contract, those provisions related to faculty work load and assignments.

This letter of understanding supercedes all previous letters of understanding related to operating units.

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

Date: _____

ASSOCIATION OF CERTIFICATED EDUCATORS

Date: _____

APPENDIX E-3

ASSOCIATION OF CERTIFICATED EDUCATORS
and
WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

LETTER OF UNDERSTANDING

Coordinator/Director Specialist positions within the unit will be established with a 37 1/2 hour work week.

Incumbents holding a coordinator position will remain at a 30 hour work week plus professional activities as long as employed by the District in that classification.

As positions holding the above titles become vacant, they will be re-established with a 37 1/2 work week.

The Coordinator of Student Services will be included in the ACE bargaining unit and modification to the unit will be made. The coordinator position will be established with a 37 1/2 hour work week.

Dona Swanson — Date
Director, Personnel Services/Employee Relations

Dr. Lee W. Callaway — Date
President, ACE

APPENDIX E-4

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

LETTER OF UNDERSTANDING

This letter of understanding reflects the agreement reached to conclude the counselor grievance on summer employment on May 19, 1986 by representatives of the West Valley-Mission Community College District administration and counselors represented by the Association of Certificated Educators.

1. One additional month or 22 additional days will be paid on the last work day of June.

2. Completion of the 22 additional days contract will be verified to payroll by the Dean on an exception basis.

3. The month of counseling shall consist of 22 days at 6 hours per day of primary responsibility.

4. Primary responsibility hours worked beyond the six hour contract day may be applied to another contract day.

This Letter of Understanding is not precedential, does not create a past practice and the District would reserve the right to interpret the contract without regard to this arrangement if PERB should so rule.

Association of Certificated Educators

Date 7/1/86

West Valley-Mission Community College District

Date 7/1/86

District Offices / 14000 Fruitvale Avenue / Saratoga, California 95070-5698 / (408) 867-2200

APPENDIX F-1

COORDINATOR OF STUDENT ACTIVITIES

INTRODUCTION

The duties of the coordinator of student activities consist of assignments that total 37 1/2 hours per week and include planning, organizing, and administering the Student Activities program, and managing the operations of the Campus Center.

DUTIES AND RESPONSIBILITIES

Duties and responsibilities are assigned by the dean and may consist of one or more of the following:

1. Supervise and evaluate the activities and procedures of the Student Activities office and the Campus Center.
2. Supervise and coordinate the work of the Campus Center staff.
3. Enforce rules and regulations of Campus Center in accordance with appropriate policies and student standards of conduct.
4. Provide instruction for student body officers and teach additional courses as required.
5. Serve as advisor to Student Government; assist with the preparation and development of the Student Body budget; administer and coordinate all student elections.
6. Administer the receipt and disbursement of Student Body funds in accordance with established college, District, and state policies.
7. Plan a program of publicity and outreach activities and materials which inform and involve students.
8. Supervise student social functions; provide faculty sponsors; involve faculty in student functions.
9. Establish and maintain the master school calendar of student activities.
10. Maintain and up-date the Student Handbook and other publications which may be developed.
11. Establish, supervise, and maintain a Campus Information Center.

12. Arrange for college representation at conferences and meetings concerning student groups and represent college administration at Student Government conferences.

13. Assist the Coordinator of Financial Aid in the areas of Associated Student Body scholarship and loan programs and in planning the annual awards ceremoney.

14. Serve as chairperson of the Food Services Committee, the Graduation Committee, and such other committees as may be assigned.

15. Participate in coordination, implementation, and supervision of extracurricular activities.

16. Perform such other duties as may be assigned by the Dean or Assistant Dean.

APPENDIX F -2

COUNSELING FACULTY

INTRODUCTION

The duties of the counseling faculty consist of counseling related assignments that total a minimum of thirty (30) hours per week and other responsibilities which are necessary for the effective and efficient operation of the member's performance unit, operating unit, college and the District.

DUTIES AND RESPONSIBILITIES

Counseling duties are assigned by the dean in consultation with the counselor and faculty coordinator and may consist of one or more of the following:

1. Counseling and advising students.
2. Specialized work as necessary during registration periods.
3. Articulation meetings.
4. Formal in-service training.
5. Program/service development activities.
6. Scheduled drop-in time.
7. Other duties as assigned by the deans as required for the unit and/or college.

Upon consultation with the counselor, counselors may also be assigned by the dean to teach one or more counseling courses during a term.

Counselors have the option of teaching outside their primary area on an overload basis. To be eligible for an assignment outside their area of primary responsibility, they must qualify through the established guidelines.

Counselors who teach courses must comply with the same duties required of the rest of the teaching faculty as outlined in the job description for teaching faculty.

In addition to the counseling related duties outlined above, members of the counseling faculty are expected to undertake responsibilities which are of value to their performance unit, operating unit, college and/or District.

These responsibilities should be related to the individual's and/or unit's goals and will be determined by the system outlined in the article on faculty work load. Examples of responsibilities include, but are not limited to the following:

A. Participate on unit, college and /or District committees which do not conflict with counseling assignments.

B. Participate in development and/or annual review and/or revision of course outlines for courses taught by the unit.

C. Participate in development of new courses as necessary to meet the needs of the unit, college and/or District.

D. Participate in unit meetings not in conflict with the instructional assignments.

E. Attend all-college or all-district events as requested by the president or the chancellor.

F. Participate in the selection and orientation of new staff.

G. Communicate and interact with the surrounding college community through such activities as voluntary speaking before civic groups, etc.

H. Assist the faculty coordinator and/or the dean as requested in such activities as: preparation of unit schedules, budgets, and reports.

I. Evaluate regular/contract and/or part-time faculty as requested by the faculty coordinator and/or the dean.

J. Participate in other professional activities which are of direct benefit to the unit, college and/or District.

K. Participate in commencement exercises.

L. Perform other duties as assigned by the dean in consultation with the unit.

APPENDIX F-3

FACULTY COORDINATOR

INTRODUCTION

The work load for faculty coordinator consists of assignments which vary from unit to unit, semester to semester and responsibilities which are necessary for the effective and efficient operation of the operating unit, college and the District.

DUTIES AND RESPONSIBILITIES

Duties and responsibilities are assigned by the dean and may consist of one or more of the following:

A. CURRICULUM AND INSTRUCTION

1. Curriculum/program maintenance, accreditation, and evaluation.

2. Take a leading role in the evaluation of the unit's course offerings and encourage unit efforts towards promoting excellence.

3. Coordinate all work with the college articulation officer relating to the coordination, revision, and up-dating of appropriate articulation agreements with state college/universities, community, state, and federal agencies.

4. Coordinate the revision, and up-dating of course outlines in compliance with appropriate District and state guidelines.

5. Establish and maintain a close liaison with appropriate members of local groups, communities, businesses, and industries through visitations and meetings to keep abreast of the instructional and educational needs of these organizations. Coordinate the operating unit's efforts to meet these needs by modifying the unit's programs and curriculum.

6. Provide help, when requested by the Career Placement Center, in reviewing resource files pertaining to professional and occupational information for job development and student placement in areas related to the unit's area of expertise.

7. Coordinate the preparation of the fall, spring, and summer schedules for the operating unit and assist the dean in final preparation and approval of the published schedule.

8. Assist in the preparation and up-dating of the college catalog on matters relating specifically to the operating unit.

9. Coordinate the ordering of the unit's textbooks in an orderly and timely manner.

10. Assist with registration as necessary.

B. STAFF (STAFF IS DEFINED AS REGULAR/CONTRACT AND PART TIME CERTIFICATED AND CLASSIFIED PERSONNEL).

1. Encourage open communications with other members of the unit.

2. Coordinate the recruitment and selection process of all unit instructors (both regular/contract and part-time).

3. Orient new members (both regular/contract and part-time) to college procedures, services and resources and to the operating unit's objectives, expectations, and resources.

4. Coordinate the evaluation of the regular/contract and part-time members in the unit using established District standards and policies, and recommend to the dean retention or dismissal of staff according to current District policies.

5. Maintain an up-to-date part-time and substitute instructor pool and recommend part-time and substitute instructors in accordance with current District policy.

6. Assist the dean in the verification and accuracy of operating unit records (including absence reporting, time sheets, and positive attendance recording).

7. Serve as a contact for student concerns and attempt to resolve such concerns in a fair and expeditious manner.

8. Serve as the first contact for instructor concerns and provide a written response to such concerns in writing after consultation with the dean. Formal instructor concerns should follow the established District grievance process.

C. BUDGET

1. Work closely with the members in the unit, other faculty coordinators and the dean during the development of the budget for the operating unit and serve as the day to day administrator of the unit's operating budget.

D. EQUIPMENT AND FACILITIES

1. Coordinate the scheduling, use, and maintenance of the unit's equipment and facilities so as to provide maximum benefit to the students and maximum utilization by all appropriate parties within the District.

2. Recommend to the dean, in writing, the necessary or required service, repairs, or replacement of equipment.

3. Recommend to the dean, in writing, the necessary or required facility modifications.

4. Report potential safety problems to the dean and recommend potential solutions.

E. OTHER OPERATING UNIT AND COLLEGE MATTERS

1. Serve as a responsible spokesperson for the unit at all appropriate forums, including representing the concerns, needs, and expectations of the operating unit to the dean.

2. Provide leadership to the operating unit in the development of plans to achieve the unit's WSCH/FTE goals.

3. Coordinate the development of the unit's goals and participate with other members in the tasks that will lead to the accomplishment of these goals.

4. Assist the dean in administering the District's policies and procedures.

5. Conduct regularly scheduled unit meetings and attend all regularly scheduled faculty coordinator meetings with the dean and the president.

6. Represent the operating unit, when necessary, at Board meetings and on college, staff, student, and advisory committees.

7. Meet with the dean at least bi-monthly to report on the unit's progress in achieving their goals.

8. Prepare and submit reports for the dean, the president, the chancellor, and the board as requested.

9. Meet all deadlines established by the District, college and/or dean. If a coordinator does not believe that a deadline is achievable she/he should meet with the dean prior to the deadline to mutually agree on a revised deadline if possible.

F. UNIQUE AND PERTAIN TO THE INDIVIDUAL OPERATING UNIT

1. Perform other duties, agreed to in writing with the dean at the beginning of each semester, which are essential for the effective operation of the unit.

2. Perform other duties assigned by the dean after consultation with the faculty coordinator.

APPENDIX F-4

INSTRUCTOR/COORDINATOR FOR THE DISABLED

INTRODUCTION

The duties of the coordinator for the disabled consist of assignments that total 37 1/2 hours per week and include instructing and coordinating all services and programs for the disabled.

DUTIES AND RESPONSIBILITIES

Duties and responsibilities are assigned by the dean and may consist of one or more of the following:

1. Instruct students and coordinate programs and services for disabled students.

2. Participate in the selection, supervision, and evaluation of all staff members of Disabled Students Programs and Services.

3. Assist in the development of and the on-going monitoring of the budget for Disabled Services.

4. Implement procedures and ensure compliance with federal, state, and local policies as they relate to Disabled Services.

5. Collect, maintain and verify all data necessary for federal, state and local compliance. Initiate, develop and complete all reports required by the federal and state government for Disabled Students Programs and Services by established deadlines (e.g. state Master plan).

6. Plan and coordinate outreach activities and materials for Disabled Services.

7. Provide liaison with on- and off-campus programs and/or agencies on behalf of Disabled Services.

8. Serve as member of key college committees (e.g. Matriculation) where input relating to disabled students is required.

9. Attend meetings, conferences, and workshops pertaining to Disabled Services.

10. Provide in-service training for faculty and staff regarding Disabled Services.

11. Maintain direct contact with disabled students on an on-going basis.

12. Assist in the planning and evaluation of the Disabled Services Program.

13. Perform such other duties as may be assigned by the dean.

Work year consists of 10 months with same schedule as other certificated instructors.

APPENDIX F-5

LIBRARIAN FACULTY

INTRODUCTION

The duties of the librarian faculty consist of library related assignments that total a minimum of thirty (30) hours per week and other responsibilities which are necessary for the effective and efficient operation of the member's performance unit, operating unit, college and the District.

DUTIES AND RESPONSIBILITIES

Librarian duties are assigned by the dean in consultation with the librarian and the faculty coordinator and may consist of one or more of the following:

1. Work with students at the reference desk.
2. Manage the acquisitions, technical processing, reference, circulation and audio-visual functions of the library.
3. Provide reference assistance for students and staff
4. Evaluate, select and discard print and non-print library materials to keep the library collection current with curriculum .
5. Provide bibliographic instruction for students.
6. Coordinate library activities with the classroom and counseling faculty.
7. Hire, train and supervise classified and student staff.
8. Manage the library computer system.
9. Teach applicable courses in library methods, etc.

Librarians have the option of teaching outside their primary area on an overload basis. To be eligible for an assignment outside their area of primary responsibility, they must qualify through the established guidelines.

Librarians who teach classes must comply with the duties required of the rest of the teaching faculty as outlined in the job description for teaching faculty.

In addition to the library related duties outlined above, members of the library faculty are expected to undertake

responsibilities which are of value to their performance unit, operating unit, college and/or District.

These responsibilities should be related to the individual's and/or unit's goals and will be determined by the system outlined in the article on faculty work load. Examples of responsibilities include, but are not limited to the following:

A. Participate on unit, college and/or District committees which do not conflict with instructional assignments .

B. Participate in development and/or annual review and/or revision of course outlines for courses taught by the unit.

C. Participate in development of new courses as necessary to meet the needs of the unit, college and/or District.

D. Participate in unit meetings not in conflict with the instructional assignments.

E. Attend all-college or all-district events as requested by the president or the chancellor.

F. Participate in the selection and orientation of new staff.

G. Communicate and interact with the surrounding college community through such activities as voluntary speaking before civic groups, etc.

H. Assist the faculty coordinator and/or the dean as requested in such activities as: preparation of unit schedules, budgets, and reports.

I. Evaluate full and/or part-time faculty as requested by the faculty coordinator and/or the dean.

J. Participate in other professional activities which are of direct benefit to the unit, college and/or District.

K. Participate in commencement exercises.

L. Perform other duties as assigned by the supervising dean in consultation with the unit.

APPENDIX F-6

SPEECH LANGUAGE SPECIALIST INSTRUCTOR

INTRODUCTION

The duties of the speech language specialist consist of assignments that total 37 1/2 hours per week and include assessing and instructing students with communication disabilities.

DUTIES AND RESPONSIBILITIES

Duties and responsibilities are assigned by the dean and may consist of one or more of the following:

1. Assess and verify communication disabilities.
2. Provide assistance to individuals with acquired brain injuries, speech-language disorders and language related learning disabilities.
3. Supervise aides and/or interns.
4. Develop and implement individual education plans.
5. Apply Title V regulations and federal mandates as they relate to disabled students at a community college.
6. Perform laboratory instruction.
7. Member(s) in this position must be successful in classroom teaching experiences with minority and disadvantaged students.
8. Perform such other duties as may be assigned by the dean.

APPENDIX F-7

TEACHING FACULTY

INTRODUCTION

The work load for teaching faculty consists of classroom assignments that total a load factor of 1.00 each semester as determined by the Hours and Load Factors Table, and other responsibilities which are necessary for the effective and efficient operation of the faculty member's performance unit, operating unit, college and the District.

DUTIES AND RESPONSIBILITIES

Instructional duties and assignments may consist of one or more of the following:

1. Provide instruction for assigned courses. This includes preparation, in class activities, evaluation of students' work, consultation with students outside of class (scheduling time beyond normal office hours if necessary), maintenance of currency in the subjects taught and other efforts related to the teaching of the assigned classes.

2. Maintain accurate class and other records conforming with state requirements and stated District and college needs.

3. Submit, when due, all necessary reports, such as attendance/grade reports, roll books, class and office schedules to the appropriate office.

4. Follow course outlines as filed in the appropriate instruction office.

5. Post and maintain a minimum of three (3) office hours each week. A maximum of two (2) of these hours may be spent working in a location other than the individual's office (e.g. the tutorial center, computer lab, classroom, etc.) providing the alternate location is approved in advance in writing by the dean and posted. Office hours must be posted and filed in the dean's office on or before the start of the term.

6. Observe, support, and enforce the regulations, policies, and programs of the District and college.

7. Provide students with written information regarding each course taught at the beginning of the course. This

information should include at least the following: unit value, scope objectives, content in terms of a specific body of knowledge, required reading and writing assignments, other outside of class assignments, instructional methodology, methods of evaluation for determining whether the stated objectives have been met, instructor office hours, and attendance policy (if any).

8. Refer students to appropriate college sources for information on counseling and services.

9. Assist students by providing advice on requirements for successful achievement in the members area of expertise.

In addition to the classroom related duties and responsibilities outlined above, members of the teaching faculty are expected to undertake responsibilities which are of value to their performance unit, operating unit, college and/or District.

These responsibilities should be related to the individual's and/or unit's goals and will be determined by the system outlined in the article on faculty work load. Examples of responsibilities include, but are not limited to the following:

A. Participate on unit, college and/or District committees which do not conflict with instructional assignments.

B. Participate in development and/or annual review and/or revision of course outlines for courses taught by the unit.

C. Participate in development of new courses as necessary to meet the needs of the unit, college and/or District.

D. Participate in unit meetings not in conflict with the instructional assignments.

E. Attend all-college or all-district events as requested by the president or the chancellor.

F. Participate in the selection and orientation of new staff.

G. Communicate and interact with the surrounding college community through such activities as voluntary speaking before civic groups, etc.

H. Assist the faculty coordinator and/or the dean as requested in such activities as: preparation of unit schedules, budgets, and reports.

I. Evaluate contract/regular and/or part-time faculty as requested by the faculty coordinator and/or the dean.

J. Participate in other professional activities which are of direct benefit to the unit, college and/or District.

K. Participate in commencement exercises.

L. Perform other duties as assigned by the dean in consultation with the unit.

STATE OF CALIFORNIA GEORGE DEUKMEJIAN, Governor

PUBLIC EMPLOYMENT RELATIONS BOARD
San Francisco Regional Office
177 Post Street, 9th Floor
San Francisco, California 94108
(415) 557-1350

Type of Election:

WEST VALLEY JOINT COMMUNITY COLLEGE DISTRICT,

Employer,

-and-

ACE (ASSOCIATION OF CERTIFICATED EDUCATORS),

Employee Organization.

Consent Agreement

Case No. SF-R-658

CERTIFICATION OF A REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a majority of the valid ballots were cast for ACE (ASSOCIATION OF CERTIFICATED EDUCATORS), therefore, pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of May 12, 1984 that ACE (ASSOCIATION OF CERTIFICATED EDUCATORS) is the exclusive representative of all employees in the unit set forth below:

(See attached)

Signed at San Francisco, California

On the 15th day of May, 1984

On behalf of the
PUBLIC EMPLOYMENT RELATIONS BOARD

Anita I. Martinez
Regional Director

Shall INCLUDE: All certificated employees, including full and part-time, summer session employees, counselors, nurses, librarians and substitute employees.

Shall EXCLUDE: Superintendent/President, President, Vice-President, Deans, Associate Deans, Assistant Deans, Directors, Student Activities Coordinator, Contract Administrator, Head Nurse, Director of Instructional Design.

November 20, 1985

APPENDIX H

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

GRIEVANCE PROCEDURES

It is the policy of the West Valley - Mission Community College District to maintain a harmonious and productive environment for all employees. The district is aware that individual differences or working conditions may at times create job conflicts. To resolve these occasional problems, the district has adopted both an informal and a formal grievance process. Every effort should be made to solve the difference informally. The district believes this approach allows the employee, within given parameters, greater flexibility in conflict resolution.

The procedures outlined below have been designed to assist the certificated employee in obtaining a fair and prompt review of an alleged grievance with the assurance that employment or related opportunities in the district will not be adversely affected by initiating this procedure. The following steps should be followed if a certificated employee believes he/she has been aggrieved.

STEP 1: Within twenty (20) days of the time an alleged grievance becomes known, or should reasonably become known, the employee shall attempt to resolve the matter by means of an informal conference with her/his immediate supervisor. If the resolution of the matter is unsatisfactory, the employee should inform the supervisor, and proceed to Step 2.

STEP 2: If the employee is not satisfied with the outcome of the informal conference, the employee must submit a completed set of the Grievance Form - Step 2 to his/her supervisor within ten (10) days of the time that informal discussions with the supervisor prove unsatisfactory (a maximum of thirty days after the alleged grievance becomes known).

The supervisor will prepare a written response on the same form within ten (10) days. A copy of the supervisor's response will be sent to the grievant by certified mail.

STEP 3: If the grievant is not satisfied with the supervisor's proposed resolution of the grievance, the grievant may appeal the supervisor's decision to the President of the College. This appeal is initiated by completing the top section of Grievance Form - Step 3 and submitting the form (along with a copy of the completed Step 2 form) to the personnel office within ten (10) days of receipt of the supervisor's written decision. The personnel office will review the Step 3 form for completeness. Completed forms will be forwarded to the President of the College. Incomplete forms will be returned to the grievant by certified mail, who will then have five (5) days upon

receipt of the incomplete form to amend and complete the form and return it to the personnel office. If the form is not returned within the five day period, or if it is still incomplete, the grievance will be rejected. The College President or designee shall prepare a written response to the alleged greivance and send this response by certified mail to the grievant within ten (10) days.

STEP 4: If the grievant is not satisfied with the President's proposed resolution of the grievance, the grievant may appeal the President's decision by submitting a completed set of Grievance Form - Step 4 (along with a copy of the completed Step 2 and Step 3 forms) to the Chancellor within ten (10) days of the receipt of the President's decision. The Chancellor will prepare a written response within twenty (20) days and send this response to the grievant by certificated mail.

STEP 5: If the employee is not satisfied with the Chancellor's proposed resolution of the grievance, the employee may appeal to the Governing Board. This step should be undertaken using Grievance Form - Step 5. The completed form, and copies of completed forms from Steps 2-4, should be submitted to the Director of Personnel within seven (7) days of receipt of an unsatisfactory decision from the Chancellor. The Board shall consider the grievance at the first regularly scheduled meeting after an elapsed time of ten (10) days of receipt of the completed Step 5 form. The Board shall communicate its final decision to the grievant by certified mail within fifteen (15) days after the meeting.

Personnel Services and the Association of Certificated Employees (ACE) are available for assistance in the process if needed. The grievant may also select a representative of her/his choosing other than an agent of an employee organization other than ACE.

If additional time is needed at any step in this process, such time may be granted providing both parties involved agree to the extension in writing.

The policy outlined above provides for a longer informal resolution period (Step 1) than specified in the original agreement between ACE and the District. This extension and the separation of Steps 1 and 2, were agreed to by both ACE and the District as allowed in the Agreement (Article 3 and Article 8, Section 7). All certified mailings will be sent to the employees home address of record. Proof of service may be substituted for certified mail where appropriate.

All days specified in this process are working days. A day is defined as any day on which the District Administrative offices are open to the public for business.

GRIEVANCE FORM — STEP 2

SUBMISSION OF COMPLAINT — All portions of this section must be completed by the grievant.

Employee Name: _____ College: _____

Division/Institute: _____ Immediate Supervisor: _____

Date of Alleged Grievance: _____ Date(s) of Informal Discussion(s) with Immediate Supervisor: _____

Specific article(s) and section(s) of the Agreement alleged to have been violated: _____

_____

Statement of Grievance (Include names, dates, places and a concise statement as to how the section(s) was violated: use additional paper, if necessary):

_____

_____

_____

_____

_____

Desired remedy: _____

_____

_____

_____ _____

Date Sent to Immediate Supervisor Signature of Grievant

Upon completion of this section, grievant shall retain copy 5 (goldenrod) and present copies 1–4 to the immediate supervisor.

IMMEDIATE SUPERVISOR'S RESPONSE

Date this form was received from the grievant: _____

Proposed resolution: _____

_____

_____

_____

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Date Sent to Grievant Signature of Supervisor

Upon completion of this section, supervisor shall retain copy 4 (pink), forward copy 3 (green) to personnel, forward copy 2 (yellow) to the president and mail copy 1 (white) to the grievant by certified mail.

GRIEVANCE FORM — STEP 3

APPEAL TO THE PRESIDENT — All portions of this section must be completed by the grievant. A copy of the completed Step 2 form must be attached to this form.

Reason for appeal: _____

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Remedy sought: _____

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_____ _____

Date Sent to Personnel Office Signature of Grievant

Upon completion of this section, grievant shall retain copy 5 (goldenrod) and present copies 1-4 to the personnel office.

PERSONNEL OFFICE CHECKOFF

Date received from grievant: _____

Personnel officer who received appeal: _____

Grievance complete: Yes ____ No ____ If no, what additional information is required: _____

_____

_____

_____ _____

Date forwarded to President Signature of reviewing personnel officer

PRESIDENT'S RESPONSE

Date received from personnel: _____

Proposed resolution: _____

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Date sent to Grievant Signature of President or Designee

Upon completion of this section, the President (or designee) shall retain copy 4 (pink), forward copy 3 (green) to personnel, forward copy 2 (yellow) to the Chancellor and mail copy 1 (white) to the grievant by certified mail.

GRIEVANCE FORM — STEP 4

APPEAL TO THE CHANCELLOR — All portions of this section must be completed by the grievant. A copy of the Step 2 and 3 appeals and decisions must be attached.

Reason for appeal: _____

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Remedy sought: _____

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Date Sent to Chancellor Signature of Grievant

Upon completion of this section, grievant shall retain copy 4 (goldenrod) and present copies 1-3 to the Chancellor.

CHANCELLOR'S RESPONSE

Date received from grievant: _____

Proposed resolution: _____

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Date sent to Grievant Signature of Chancellor

Upon completion of this section, the Chancellor shall retain copy 3 (pink), forward copy 2 (green) to personnel, and mail copy 1 (white) to the grievant by certified mail.

GRIEVANCE FORM — STEP 5

APPEAL TO THE GOVERNING BOARD — All portions of this section must be completed by the grievant. A copy of Step 2, 3 and 4 appeals and decisions must be attached.

Reason for appeal: _____

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Remedy sought: _____

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Attendance at Board review requested: Yes_____ No_____

_____ _____

Date Sent to Board Signature of Grievant

Upon completion of this section, grievant will retain copy 4 (goldenrod) and present copies 1-3 to the Chancellor who will transmit them to the Board.

Date received by the Chancellor: _____

Date scheduled for Board consideration: _____

BOARD DECISION: _____

_____

_____

_____

_____ _____

Date President, Governing Board

Upon completion of this section, the Board will retain copy 3 (pink), forward copy 2 (green) to personnel, and mail copy 1 (white) to the grievant by certified mail.

Inter-Office Memorandum

Date: January 13, 1989

To: All Faculty

From: Fred Barnikel, President - ACE
Dona Swanson, Director of Personnel Services

Subject: Contract Update

Since the contract between ACE and the District was signed last June, the need for clarification or adjustment of some articles has arisen. To keep all of your contracts current we are providing you with copies of the letters of understanding and a brief explanation of what transpired.

Letter of Understanding 88-1 Article 39

Situation No member of the sabbatical committee had served the required two (2) years in order to be eligible to serve as chairperson.

Solution To amend the agreement for the duration of the contract to allow a person to serve as chair after having served only one (1) year on the committee.

Letter of Understanding 88-2 Article 22

Situation The contract did not address what happened if the steps in article 22.4 do not result in the selection of a faculty coordinator.

Solution Continue the steps in the process to reach an outcome so that business of the unit can be accomplished.

Letter of Understanding 88-3 Article 27

Situation The number of observations for contract faculty performance appraisal would result in the commitment of an excessive number of hours. It was not a reasonable number of hours for either the team or member of faculty.

Solution Remembering the importance of the observation, the number of observations were adjusted to cover each different course taught, but in numbers which were manageable.

If you have any questions regarding these changes you can contact either Fred Barnikel or Dona Swanson.

DS/bb

enc.

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue / Saratoga, California 95070-5698 / (408) 867-2200

ASSOCIATION OF CERTIFICATED EDUCATORS
AND
WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

LETTER OF UNDERSTANDING

This letter of understanding reflects the agreement reached to modify Section 27.3.4.3 of Article 27, Performance Appraisal.

Section 27.3.4.3 on observations shall be modified as follows:

Semester 1

Each member of the appraisal team must each conduct observations of at least three (3) class sessions. Those observations must be arranged so that each different course taught by a contract member is observed at least once. If the appraisee's primary job function is not teaching, other appropriate observations will be conducted.

Semester 2

Each member of the appraisal team must each conduct observations of at least two (2) class sessions. Those observations must be arranged so that each different course taught by a contract member is observed at least once. If the appraisee's primary job function is not teaching, other appropriate observations will be conducted.

Semester 3

Each member of the appraisal team must each conduct observations of at least one (1) class session. Those observations must be arranged so that each different course taught by a contract member is observed at least once. If the the appraisee's primary job function is not teaching, other appropriate observations will be conducted.

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

ASSOCIATION OF CERTIFICATED EDUCATORS

Date 11-30-88

Date

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

14000 Fruitvale Avenue / Saratoga, California 95070-5698 / (408) 867-2200

ASSOCIATION OF CERTIFICATED EDUCATORS
AND
WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

LETTER OF UNDERSTANDING

ACE and the District agree to the following modification of Article 22 of the contract.

If none of the steps in article 22.4 result in the assignment of a faculty coordinator, the following provisions shall apply:

The dean shall assume all responsibilities of the faculty coordinator.

The release time assigned to the unit shall revert to the dean and may be used to support those activities.

The unit may recommend a coordinator during any subsequent semester if received and approved by the dean by the 5th week of a semester to be implemented the following semester.

Alternate solutions will ~~may~~ be considered during the evaluation of the operating unit.

Dona Swanson — 11/9/88 — Date
Dona Swanson
Director, Personnel
Services/Employee Relations

Fred Barnikel — 11/4/88 — Date
Fred Barnikel
President, ACE

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

14000 Fruitvale Avenue / Saratoga, California 95070-5698 / (408) 867-2200

ASSOCIATION OF CERTIFICATED EDUCATORS
AND
WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

LETTER OF UNDERSTANDING

For the duration of the current contract, a person selected by the Sabbatical Leave Committee as chair, may serve as chair after having served one (1) year rather than the two (2) years currently required by contract.

Dona Swanson — 10-12-88 Date
Dona Swanson
Director, Personnel
Services/Employee Relations

Fred Barnikel — 10-12-88 Date
Fred Barnikel
President, ACE

FACULTY

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

INSTRUCTIONAL RESOURCE SPECIALIST-COMPUTERS

DEFINITION

Under general direction, coordinates, manages, staffs and supervises the Instructional Computer Support Center; consists of assignments that total 37 1/2 hours per week, supervises the Computer Support Center Staff, designs and maintains acquisition systems, conceptualizes and implements alternate delivery methods of curriculum and/or programs, assists with the planning and implementation of staff development activities, and organizes and supervises the open computer lab for students.

EXAMPLES OF DUTIES: (Duties of the incumbent in this classification are not limited to those listed. Assignments may consist of one or more of the following:)

1. Supervise coordinator, hourly instructional and student aides. Supervise programmers in the development of software applications for educational curriculum and other staff as appropriate.

2. Develop, implement and evaluate appropriate needs assessment/identification activities.

3. Assist faculty in the conceptualization and implementation of alternate delivery methods of curriculum and/or programs utilizing available state-of-the-art technologies.

4. Train certificated and classified staff in use of computer-related hardware and software.

5. Research and recommend software and equipment solutions for stated needs.

6. Maintain periodicals and reference materials providing information about software and hardware developments in computer-assisted instruction in an academic context.

7. Disseminate to faculty information regarding developments in computer instruction in the academic community.

8. Provide detailed and long term assistance to faculty who are implementing computer based information.

9. Serve as a resource for identifying and solving computer related hardware and software problems.

10. Develop and maintain the Support Center approved budget.

11. Participate in planning, coordinating, and designing staff development seminars and institutional development projects.

12. Work collaborating with other staff members in identifying organizational needs, setting goals and objectives, developing budget requests, and determining resource allocation requirements.

13. Manage purchase agreements and arrange consultations and demonstrations for students and staff.

14. Supervise the operation of the open laboratory for students.

15. Perform related work as required.

QUALIFICATIONS:

Education and Experience:

Masters Degree, Community College Teaching Credential, Credential and/or two years of experience in Instructional Design combined with credential and/or two years of experience in computer science.

Knowledge and Abilities:

Knowledge and experience in computer programming.
Knowledge and experience in teaching computer programming.
Knowledge and experience in specifications and acquisitions of software/hardware systems for educational environments.
Knowledge and experience in computer-related curriculum development.
Knowledge and experience in consulting with faculty in the design and development of microcomputer applications in the classroom.
Knowledge and experience with a variety of hardware and maintenance requirements.
Knowledge and experience in supervising a microcomputer lab.

Board approved: December 2, 1988

ERIC Clearinghouse for Junior Colleges DEC 20 1991